

# MASTER AGREEMENT

Between  
Commonwealth of Pennsylvania  
and  
Council 13, American Federation of State,  
County and Municipal Employees, AFL-CIO



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July 1, 1993 to June 30, 1996

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## TABLE OF CONTENTS

	Page
PREAMBLE .....	1
ARTICLE 1, RECOGNITION .....	2
ARTICLE 2, MANAGEMENT RIGHTS .....	2
ARTICLE 3, UNION SECURITY .....	3
ARTICLE 4, DUES DEDUCTION .....	4
ARTICLE 5, CREDIT UNION .....	6
ARTICLE 6, HOURS OF WORK .....	7
ARTICLE 7, REST PERIODS .....	10
ARTICLE 8, MEAL PERIODS .....	11
ARTICLE 9, EATING & SANITARY FACILITIES ..	12
ARTICLE 10, HOLIDAYS .....	13
ARTICLE 11, PERSONAL LEAVE DAYS .....	19
ARTICLE 12, LEAVES OF ABSENCE .....	22
ARTICLE 13, VACATIONS .....	23
ARTICLE 14, SICK LEAVE & BEREAVEMENT LEAVE .....	28
ARTICLE 15, CIVIL LEAVE .....	32
ARTICLE 16, MILITARY LEAVE .....	34
ARTICLE 17, LEAVES OF ABSENCE WITHOUT PAY .....	38
ARTICLE 18, PARENTAL LEAVE .....	42
ARTICLE 19, SALARIES & WAGES .....	44
ARTICLE 20, OVERTIME .....	48
ARTICLE 21, SHIFT DIFFERENTIAL .....	54
ARTICLE 22, CALL TIME .....	55
ARTICLE 23, STANDBY TIME .....	56
ARTICLE 24, LIFE INSURANCE .....	56
ARTICLE 25, HEALTH BENEFITS .....	57
ARTICLE 26, WORK-RELATED INJURIES .....	66

ARTICLE 27, CLASSIFICATION .....	72
ARTICLE 28, DISCHARGE, DEMOTION, SUSPENSION & DISCIPLINE .....	77
ARTICLE 29, SENIORITY .....	80
ARTICLE 30, FURLOUGH PERIODS .....	96
ARTICLE 31, UNIFORMS, CLOTHING & EQUIPMENT .....	96
ARTICLE 32, DISCRIMINATION/EMPLOYEE TREATMENT .....	98
ARTICLE 33, UNION BUSINESS .....	99
ARTICLE 34, SPECIAL & PART-TIME EMPLOYEES .....	100
ARTICLE 35, PEACE & STABILITY .....	101
ARTICLE 36, MISCELLANEOUS PROVISIONS ..	102
ARTICLE 37, AFFIRMATIVE ACTION .....	106
ARTICLE 38, GRIEVANCES & ARBITRATION ..	107
ARTICLE 39, SAFETY & HEALTH .....	112
ARTICLE 40, SUCCESSORS .....	115
ARTICLE 41, FAMILY CARE LEAVE .....	115
ARTICLE 42, POLITICAL ACTION COMMITTEE DEDUCTIONS .....	117
ARTICLE 43, PRESERVATION OF BARGAINING UNIT WORK .....	117
ARTICLE 44, TEMPORARY POOL EMPLOYEES ..	119
ARTICLE 45, TERMINATION .....	120
APPENDIX A, STANDARD PAY SCHEDULE EFFECTIVE JULY 1, 1993 .....	130
APPENDIX B, STANDARD PAY SCHEDULE EFFECTIVE JANUARY 1, 1994 ...	143
APPENDIX C, STANDARD PAY SCHEDULE EFFECTIVE JANUARY 1, 1994 ...	144
APPENDIX D, STANDARD PAY SCHEDULE EFFECTIVE JULY 1, 1994 .....	152

APPENDIX E, STANDARD PAY SCHEDULE EFFECTIVE JULY 1, 1995 .....	160
APPENDIX F, CLASSIFICATION TITLES BY BARGAINING UNIT .....	169
APPENDIX G, ORGANIZATIONAL SENIORITY UNITS BY AGENCY .....	205
APPENDIX H, MAINTENANCE & TRADES UNIT .....	235
APPENDIX I, CLERICAL, ADMINISTRATIVE, & FISCAL UNIT .....	271
APPENDIX J, HUMAN SERVICES UNIT .....	277
APPENDIX K, TECHNICAL SERVICES UNIT ....	297
APPENDIX L, INSPECTION, INVESTIGATION & SAFETY UNIT .....	304
APPENDIX M, PROFESSIONAL, ADMINISTRATIVE & FISCAL UNIT .....	314
APPENDIX N, ENGINEERING & SCIENTIFIC UNIT .....	320
APPENDIX O, LAW ENFORCEMENT FISH & BOAT & GAME LAWS UNIT .....	332
APPENDIX P, OFFICE OF ATTORNEY GENERAL UNITS .....	343
APPENDIX Q, PENNSYLVANIA CRIME COMMISSION .....	353
APPENDIX R, STATE PUBLIC SCHOOL BUILDING AUTHORITY UNIT ....	359
APPENDIX S, AUDITOR GENERAL UNITS ....	360
APPENDIX T, TREASURY UNITS .....	369
APPENDIX U, PENNSYLVANIA HIGHER EDUCATION ASSISTANCE AGENCY UNIT .....	373
APPENDIX V, STATE SYSTEM OF HIGHER EDUCATION UNITS ....	377



## PREAMBLE

This Agreement entered into by Council 13 American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, and the Commonwealth of Pennsylvania, hereinafter referred to as the Employer, has as its purpose the promotion of harmonious relations between the Union and the Employer; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

## **ARTICLE 1 RECOGNITION**

**Section 1.** Council 13 of the American Federation of State, County, and Municipal Employees, AFL-CIO, is recognized as the exclusive representative for collective bargaining purposes for employees within the classifications included under the following certifications of the Pennsylvania Labor Relations Board: PERA-R-13-C, Units I and III, Maintenance and Trades; PERA-R-1205-C and R-1207-C, Human Services; PERA-R-1413-C, Clerical, Administrative and Fiscal; PERA-R-2180-C, Technical Services; PERA-R-777-C, Inspection, Investigation and Safety; PERA-R-2687-C, Professional, Administrative and Fiscal; PERA-R-3294-C, Engineering and Scientific; PERA-R-890-C, Law Enforcement, Fish and Game Laws; PERA-R-1329-C, R-1330-C, R-1331-C and R-1879-C, Auditor General Department; PERA-R-1468-C, R-1469-C, R-1470-C, and R-2495-C, Treasury Department; PERA-R-2598-C, Pennsylvania Higher Education Assistance Agency; PERA-R-2566-C and PERA-R-2567-C, Public School Building Authority; PERA-U-81-351-E, U-81-352-E and U-353-E, Attorney General; PERA-U-82-39-E, U-82-40-E and U-82-41-E, Pennsylvania Crime Commission; and State System of Higher Education.

**Section 2.** The term employee when used in this Agreement is defined as those persons in the classifications covered by the certifications referred to in Section 1 of this Article.

## **ARTICLE 2 MANAGEMENT RIGHTS**

**Section 1.** It is understood and agreed that the Employer,

at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Employer, except as modified by this or unit agreements.

Matters of inherent managerial policy are reserved exclusively to the Employer. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the Employer, standards of service, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.

**Section 2.** The listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Employer in the past.

## **ARTICLE 3 UNION SECURITY**

**Section 1.** Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member after that date shall maintain membership in the Union, provided that such employee may resign from the Union, in accordance with the following procedure:

a. The employee shall send a certified letter, return receipt requested, of resignation to the headquarters of Council 13, AFSCME, AFL-CIO and a copy of the letter to the employee's agency. The official membership card, if available, shall accompany the letter of resignation.

b. The letter shall be postmarked during the 15 day period prior to the expiration date of this Agreement and shall state that the employee is resigning membership in the Union and where applicable is revoking check-off authorization.

**Section 2.** The Employer and the Union hereby agree that all non- members of the Union shall be subject to a fair share fee as provided for in Act 84 of 1988 (S.B. 291) and any amendments thereto.

**Section 3.** The Employer shall furnish each new employee with a copy of this Agreement together with an authorization for dues payroll deduction, provided the Union has furnished the Employer with sufficient copies of the Agreement containing the authorization for dues deduction.

## **ARTICLE 4 DUES DEDUCTION**

**Section 1.** The Employer shall deduct the Union bi-weekly membership dues and an annual assessment, if any, from the pay of those employees who individually request in writing that such deductions be made. The rate at which dues are to be deducted and the amount of the annual assessment shall be certified to the Employer by the Union, and the Employer shall deduct Union dues at this rate from members' regular biweekly salary and wages (including retroactive salary/wage payments and lump sum payments made pursuant to Article 19, Salaries and Wages). The aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such

deductions are made. This authorization shall be irrevocable by the employee during the term of this Agreement. When revoked by the employee in accordance with Article 3, the agency shall halt the check-off of dues effective the first full pay period following the expiration of this Agreement.

**Section 2.** The Employer further agrees to deduct a fair share fee bi-weekly from all employees in the bargaining unit who are not members of the Union.

Authorization from non-members to deduct fair share fees shall not be required. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made.

**Section 3.** The employee's written authorization for dues payroll deductions shall contain the employee's name, social security number, agency in which employed, work location (institution, district, bureau, etc.), Union name and local number.

**Section 4.** Where an employee has been suspended, furloughed or discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the Employer shall, in the manner outlined in Sections 1 and 2 above, deduct the Union membership dues and fair share fees that are due and owing for the period for which the employee receives back pay.

**Section 5.** The dues deduction and fair share fee provisions of this Article shall continue to pertain and be complied with by the Employer with regard to those employees

who are promoted into or demoted from a unit of first level supervisors represented by the Union or when any employee is transferred from one position to another position covered by this Agreement. Dues deductions and fair share fee deductions will be resumed for employees upon their return from leave of absence without pay or recall from furlough.

**Section 6.** The Employer shall provide the Union, on a quarterly basis, a list of all employees in the bargaining units represented by the Union. This list shall contain the employee's name, social security number, address, agency in which employed, class code, work location (institution, district, bureau, etc.) and whether the employee is a member or non-member.

**Section 7.** The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

## **ARTICLE 5 CREDIT UNION**

**Section 1.** The Employer agrees to make payroll deductions available to employees who wish to participate in the Pennsylvania State Employees Credit Union, as designated by the Union, or any one of the credit unions duly chartered under State or Federal statutes and approved by the Employer.

**Section 2.** The Employer shall remit the deductions of employees together with an itemized statement to the ap-

plicable credit unions designated under Section 1 above within 30 days following the end of the calendar month in which deductions were made.

**Section 3. a.** The Employer shall establish rules, procedures and forms which it deems necessary to extend payroll deductions for credit union purposes.

b. Payroll deduction authorization forms for credit union purposes must be executed by and between the employee and an official of the credit union.

**Section 4.** The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

## **ARTICLE 6 HOURS OF WORK**

**Section 1.** The work week shall consist of five consecutive work days in a pre-established work schedule except for hospital employees and employees in seven-day operations.

**Section 2.** The work day shall consist of any 24 hours in a pre-established work schedule beginning with the scheduled reporting time for the employee's shift, except for employees in the Department of Transportation and the Pennsylvania State Police, whose work day shall consist of the calendar day.

**Section 3.** The work shift shall consist of 7-1/2 or 8 work hours within a pre-established work schedule.

**Section 4.** The regular hours of work for any shift shall be consecutive except that they may be interrupted by a meal period.

**Section 5.** Work schedules showing the employees' shifts, work days, and hours shall be posted on applicable departmental bulletin boards. Except for emergencies, changes will be posted two weeks in advance. Where changes are to be made by the Employer for other than emergency reasons, or where schedules are to be adopted for new programs, the Employer agrees to meet and discuss with the Union prior to the implementation of such changes or schedules.

An employee whose regular work schedule is Monday through Friday throughout the year shall not have that work schedule changed to other than a Monday through Friday schedule except for a legitimate operational reason which is not arbitrary or capricious.

**Section 6.** Employees engaged in seven-day operations are defined as those employees working in an activity for which there is regularly scheduled employment for seven days a week. The work week for seven-day operations shall consist of any five days within a consecutive seven calendar-day period. Clerical and maintenance hospital employees shall have a work schedule consisting of any five days within a consecutive seven calendar-day period unless they are engaged in an activity for which there historically has been regularly scheduled employment for seven days a week. All other hospital employees shall have a work schedule consisting of any 10 days within a consecutive 14 calendar-day period.

**Section 7.** In the event of a change in shift from a pre-established work schedule, employees must be off regularly

scheduled work for a minimum of three shifts or their equivalent unless a scheduled day or days off intervene between such shift change.

**Section 8.** The parties agree that the issue of alternate schedules, schedules providing for every other weekend off and flex time will be discussed at the local level. Both parties will work diligently to reach an agreement at the local level, such agreements to be agreed upon by the Local Union, the appropriate District Council and Local Management. Failing to reach agreement at the local level, the Union may submit the proposed schedule to a committee of representatives from the affected agency, Office of Administration and Council 13. If the Committee is unable to reach an agreement, the dispute may be submitted to advisory arbitration where the burden of proof shall be upon the Union. The tripartite panel will consist of one representative of the Office of Administration, one representative of AFSCME Council 13 and a mutually agreed upon arbitrator.

The purpose of the proposed alternate schedule, schedules providing for every other weekend off, or flex time schedules shall be to improve the quality of work life of employees and not to:

- a. increase costs of operation
- b. increase current complement
- c. affect the Employer's ability to meet criteria for accreditation and/or certification
- d. adversely impact the efficiency of affected operations, nor standards of service

The Employer will not unreasonably refuse to implement the proposed alternate schedules. The Employer may cancel an alternate work schedule, schedule providing for every other weekend off or flextime schedule upon 30 days notice to the Union, when the Employer reasonably deter-

mines that criteria used to initiate the alternate work schedule, schedule providing for every other weekend off or flextime schedule has materially changed. If submitted to the resolution process described above, the burden of proof is on the Employer.

Nothing herein will impair nor limit the Employer's right to schedule employees as set forth in this Agreement.

**Section 9.** The provisions of Sections 1 through 7 shall not be applicable to employees whose hours of work, prior to the date of this Agreement, have customarily been either part-time, irregular, intermittent, employee controlled, or contractor or vendor controlled. Such employees will continue their hours of work in accordance with past practices, unless changed by the Employer under terms of Article 2 of this Agreement.

## **ARTICLE 7 REST PERIODS**

**Section 1.** An employee shall be permitted a fifteen-minute paid rest period during each one-half work shift provided the employee works a minimum of three hours in that one-half shift. Whenever practical, the employee shall be permitted to take the rest period at the middle of such one-half shift. Where rest periods are scheduled, the Employer shall be able to vary the scheduling of such period when, in its opinion, the demands of work require such variance. The regular scheduling of rest periods immediately before or after meal periods or at the beginning or end of the work day is permissible in certain operations where the Union and the Employer agree to such a practice or where the present practice is to schedule rest periods in that manner.

**Section 2.** Employees who work, without interruption, beyond their regular shift for at least one hour shall receive a fifteen-minute paid rest period and shall thereafter receive a fifteen-minute paid rest period for each additional two hours of such work unless at the end of such two hour period the employee's work is completed or unless the employee takes a meal period during or at the end of the two hour period.

If employees take a meal period at the expiration of their normal work day, then they shall thereafter be given a fifteen-minute rest period for each additional two hours of such work unless at the end of such two hour period their work is completed or unless the employee takes a meal period during or at the end of the two hour period.

**Section 3.** Part-time employees shall be granted a fifteen-minute rest period during each 3-3/4 hour work period.

**Section 4.** The Employer will not require employees to continuously perform repetitive keyboard motions at a VDT for a period in excess of two consecutive hours. The Employer will attempt to provide fifteen minutes of alternative work consistent with the employee's job classification. When alternative work is not available the Employer shall provide the fifteen-minute rest period referred to in Section 1 above or a meal period.

## **ARTICLE 8 MEAL PERIODS**

**Section 1.** All employees shall be granted a meal period, which period shall fall within the third to fifth hours of their work shift unless otherwise approved by the Employer or unless emergencies require a variance. Pre-

sent practices relating to meal periods for part-time employees shall remain in effect. The meal period shall not exceed one hour in length unless the employee agrees to a longer meal period.

**Section 2. a.** If employees are required to work more than two hours beyond their regular shift, they will be allowed a meal period at the end of the initial two hour period or sooner. In addition, employees will be allowed a meal period for each four hours worked beyond each meal period. If employees work more than two hours after their scheduled quitting time and have not had notice of such work requirement at least two hours before commencement of their regular shift, the Employer shall furnish a meal or compensate the employee for a meal in an amount actually expended and not to exceed \$8.00.

b. If employees are required to work on a holiday or other scheduled day off and work more than 9.5 hours (for 7.5 hour employees) or 10 hours (for 8 hour employees) on such day and have not had notice of such work assignment at least two hours before they commenced their work on that date, the Employer shall furnish a meal or compensate the employee for a meal as provided for in (a) above.

## **ARTICLE 9 EATING AND SANITARY FACILITIES**

**Section 1.** The Employer shall provide adequate eating space and sanitary facilities at all permanent locations, which shall be properly heated and ventilated. Temporary facilities, such as highway sheds, tool, equipment and storage areas, not intended for full-time and regular use, shall not be considered permanent, even if in use for extended periods of time.

**Section 2.** Vending machines for beverages shall be provided at institutional sites where meal facilities are not available at all times. The Union may meet with authorized personnel of the various institutions to discuss the possible increase in items that may be furnished through vending machines.

**Section 3.** Additional vending machines for snacks, sandwiches and beverages may be installed in all work locations when feasible, providing that existing vendor contracts permit the installation of additional vending machines and that arrangements can be made to do so at no cost to the Employer.

**Section 4.** The Employer agrees to meet and discuss with the Union at institutional or agency levels, upon request, for the purpose of determining the allocation of vending machine profits.

## **ARTICLE 10 HOLIDAYS**

**Section 1.** The following days shall be recognized as holidays:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans' Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day

Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday for those employees on a normal Monday through Friday work week. For other than these employees, the holiday shall be deemed to fall on the day on which the holiday occurs.

**Section 2.** At the three institutions of the Department of Education and the 14 institutions of the State System of Higher Education, the following days shall be recognized as holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

The remaining five holidays shall be scheduled by the administration of these institutions during the time on the academic schedule when the institution is not at full operation.

The matter of rescheduling minor holidays shall be resolved on a meet and discuss basis between the three institutions of the Department of Education and the 14 institutions of the State System of Higher Education and the Union.

An employee shall earn a minor holiday provided the employee was in an active pay status on the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent to the actual day the minor holiday is celebrated as provided for in Section 1. If a minor holiday occurs while employees are on leave without pay under Article 17, Section 3, they shall be paid for the minor holiday provided they were in active pay status the

last half of their scheduled work day immediately prior and the first half of their scheduled work day immediately subsequent to the leave without pay. An employee who earns a minor holiday and subsequently terminates employment prior to taking the rescheduled day off with pay, shall be compensated for such holiday. In the event the earning of a holiday is anticipated and an employee terminates employment prior to actually earning the anticipated holiday, such employee shall reimburse the Employer for the holiday taken but not earned.

Payment specified in Section 6 of this Article shall be applicable only if the employee works on the day on which the minor holiday has been rescheduled.

**Section 3.** In the event that the Department of Revenue is unable to secure the use of its offices located in County Court Houses which are closed on a day which the County celebrates as a holiday but the Commonwealth does not or the Department of Banking or Insurance Department is unable to secure the use of facilities located in financial institutions or insurance companies which are closed on a day which the financial institution or insurance company celebrates as a holiday but the Commonwealth does not, employees located in such County Court Houses, financial institutions or insurance companies will observe a holiday on the day on which the holiday is being observed by the respective County, financial institution or insurance company in lieu of a holiday listed in Section 1 above. This section is not intended to increase or decrease the number of paid holidays listed in Section 1 of this Article for Department of Revenue, Department of Banking or Insurance Department employees.

**Section 4.** A permanent full-time employee on a Monday through Friday work week shall be paid for any holiday



listed in Section 1 of this Article, provided the employee was in an active pay status on the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent thereto. If a holiday occurs while employees are on leave without pay under Article 17, Section 3, they shall be paid for the holiday provided the employees were in active pay status the last half of their scheduled work day immediately prior and the first half of their scheduled work day immediately subsequent to the leave without pay.

If a holiday is observed while a permanent full-time employee is on sick, annual, or other paid leave status, the employee will receive holiday pay and the day will not be charged against sick, annual, or other paid leave credits.

**Section 5.** Permanent full-time employees working other than a regular Monday through Friday work week shall be guaranteed the same number of days off with pay equal to the number of paid holidays received by the employees on a regular Monday through Friday schedule, subject to the same entitlement requirement.

**Section 6.** If a permanent full-time employee works on any of the holidays set forth in Section 1 of this Article, except the day after Thanksgiving, the employee shall be compensated at one and one-half times the employee's regular hourly rate of pay for all hours worked on said holiday. The employee shall receive paid time off for all hours worked on a holiday up to a full shift. If such time is worked during the employee's regularly scheduled shift, the paid time off shall be in lieu of holiday pay for that time under Section 4 above. Paid time off for time worked outside of the employee's regularly scheduled shift shall not be in lieu of such holiday pay. If a written request is received prior to or within 45 days after the holiday is

worked, paid time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee, prior to the holiday or within the 90 calendar day period succeeding the holiday. If the Employer does not schedule such paid time off in accordance with the employee's request, or at some other time prior to the completion of the 90 calendar day period succeeding the holiday, the employee shall be compensated at the employee's regular rate of pay in lieu of such paid time off.

If a permanent full-time employee works on the day after Thanksgiving, the employee shall be compensated at the employee's regular hourly rate of pay for all hours worked on said holiday. The employee shall receive paid time off for all hours worked on the day after Thanksgiving up to a full shift. If such time is worked during the employee's regularly scheduled shift, the paid time off shall be in lieu of holiday pay for that time under Section 4 above. Paid time off for time worked outside of the employee's regularly scheduled shift shall not be in lieu of such holiday pay. If a written request is received prior to or within 45 days after the holiday is worked, paid time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee, prior to the holiday or within the 90 calendar day period succeeding the holiday. If the Employer does not schedule such paid time off in accordance with the employee's request, or at some other time prior to the completion of the 90 calendar day period succeeding the holiday, the employee shall be compensated at the employee's regular rate of pay in lieu of such paid time off.

Local Management and the local union may meet and agree to buy out compensatory time at the straight time rate earned as a result of working on a holiday prior to the expiration of the 90 day scheduling period. All agreements

reached at the local level must be reviewed and approved by the Agency and the District Council. If no agreement is reached or no approvals received, compensatory time will be scheduled in accordance with Paragraph 1 above.

**Section 7.** The Employer will attempt to equalize holiday work assignments among permanent full-time employees in the same job classification in the overtime equalization unit during each calendar year. Employees entering established equalization units after the beginning of a calendar year shall be credited for equalization purposes with an amount of holiday work equal to the maximum amount of credited holiday work held by an employee in the same classification in the equalization unit since the beginning of the applicable year. The Employer is not required to schedule employees for less than a full shift in order to equalize holiday work assignments.

**Section 8.** Permanent part-time employees shall receive holidays on a pro rata basis. Employees, at the option of the Employer, shall receive either prorated paid leave or shall be paid at their regular hourly rate of pay in lieu of such paid leave.

Permanent part-time employees shall be compensated at one and one-half times their regular hourly rate of pay for all hours worked on a holiday set forth in Section 1 above except the day after Thanksgiving. Permanent part-time employees shall be compensated at their regular hourly rate of pay for all hours worked on the day after Thanksgiving.

**Section 9.** A permanent employee separated from the service of the Employer for any reason prior to taking paid time off earned by working a holiday listed in Section 1, shall be compensated in lump sum for any unused paid time off the employee has accumulated up to time of separation.

**Section 10.** Whenever the Employer declares a special holiday or part holiday for all employees under the Employer's jurisdiction, all permanent employees who are required to work on the day on which such holiday hours occur shall receive time off with pay for all hours worked up to the number of hours in the employee's normal work shift if a full holiday is declared, or up to a pro rata share of the normal work shift if a partial holiday is declared. The Employer shall have the option of paying the employees their regular hourly rate of pay in lieu of such equivalent time off with pay.

**Section 11.** When an employee's work shift overlaps the calendar day, the first shift of the employee in which 50% or more of the time occurs on the applicable holiday shall be considered in the holiday period and the holiday period shall end 24 hours after the commencement of that shift.

**Section 12.** In no event shall an employee be entitled to duplicate holiday payment. Time worked on holidays during an employee's regular shift shall not be excluded from hours worked for the purposes of determining eligibility for overtime pay under Section 1 of Article 20 of this Agreement.

**Section 13.** There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.

## **ARTICLE 11 PERSONAL LEAVE DAYS**

**Section 1.** All permanent full-time employees who commenced employment prior to July 1, 1991 shall be eligi-

ble for four paid personal leave days per calendar year. One personal leave day shall be earned during each one-quarter calendar year. An employee must have 20 working days in an active pay status in each one-quarter calendar year to earn the personal leave entitlement under this Section.

**Section 2.** All permanent full-time employees who commence employment on or after July 1, 1991, will be eligible for paid personal leave days as follows:

a. One paid personal leave day will be earned in the employee's first calendar year of employment provided the employee has 20 working days in an active pay status in the calendar year.

b. One paid personal leave day per one-half calendar will be earned in the employee's second calendar year of employment, provided the employee has 20 working days in an active pay status in each one-half calendar year.

c. One paid personal leave day per calendar quarter will be earned in the employee's third and subsequent years of employment, provided the employee meets the eligibility criteria listed in Section 1 above.

**Section 3.** Personal leave shall be scheduled and granted for periods of time requested by an employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on personal leave at the same time, the employee with the greatest Master Agreement seniority shall be given a choice of personal leave in the event of any conflict in selection.

Where reasonable opportunities are available for selection of personal leave on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period.

Requests for emergency personal leave will be entertained at any time with the understanding that an employee may be required to substantiate the emergency nature of the request and that further, it may be necessary, in order to accommodate the emergency, to reschedule requests of other employees for personal, holiday, compensatory leave and/or annual leave not scheduled during the selection period.

**Section 4.** Personal leave to which an employee may become entitled during the calendar year may be granted at the Employer's discretion before it is earned. An employee who is permitted to anticipate such leave and who subsequently terminates employment shall reimburse the Employer for those days of personal leave used but not earned.

**Section 5.** Personal leave days shall be noncumulative from calendar year to calendar year. If employees are required to work on their scheduled personal leave day and are unable to reschedule their personal day during the calendar year due to the demands of their work, the calendar year shall be extended for 7 pay periods for rescheduling purposes.

**Section 6.** An employee's request for a personal leave day on the employee's birthday received in writing at least 45 calendar days prior to the employee's birthday shall be approved. An employee shall be allowed to anticipate the earning requirement in Section 1 or 2 above, whichever is applicable, for a personal leave day used on the employee's birthday. If an employee's birthday falls on a day other than a regularly scheduled work day, the employee will be permitted to schedule a personal leave day in accordance with this Section either the work day immediately before or after the birthday.

**Section 7.** An employee who becomes ill while on personal leave will not be charged personal leave for the period of illness provided the employee furnishes satisfactory proof of such illness to the Employer upon return to work.

**Section 8.** All permanent part-time employees who are in an active pay status as specified in Section 1 or 2 above, whichever is applicable, shall receive personal leave days on a pro rata basis calculated to the nearest half day.

**Section 9.** For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

## **ARTICLE 12 LEAVES OF ABSENCE**

**Section 1.** All time that an employee is absent from work shall be appropriately charged.

**Section 2.** Where a state civil service examination is not given during an employee's non-working time, a permanent full-time employee shall be granted administrative leave with pay to take such examination which is scheduled during the employee's regular work hours subject to management's responsibility to maintain efficient operations. Employees shall only be entitled to leave for this purpose on one occasion during each one-half calendar year. Such leave shall not exceed the employee's normal work shift or the time necessary to travel to and from the examination and to take the examination, whichever is lesser.

Employees shall not be eligible for travel expenses under this section.

**Section 3.** All requests for leave must be submitted in writing to the employee's immediate supervisor and shall be answered in writing. Requests for emergency type leaves shall be answered before the end of the shift on which the request is made.

Except for such emergency type leaves, the time when leave is taken is within the discretion of the Employer.

Requests for any type of leave to which an employee is entitled under this Agreement and which is not to exceed one month shall be answered by the Employer within five days. If the requested leave is in excess of one month, the request shall be answered within 10 days.

Requests for leaves submitted during the selection period provided for in Article 13, Section 3 shall be answered within 15 working days after the end of the selection period.

**Section 4.** The Employer will continue its present practice of granting administrative leave to a reasonable number of employees who attend training seminars conducted by the Union to the same general extent that this has been granted in prior years.

**Section 5.** Employees shall be granted up to four (4) hours of administrative leave per calendar year to donate blood.

## **ARTICLE 13 VACATIONS**

**Section 1.** Employees shall be eligible for annual leave after 30 calendar days of service with the Employer in accordance with the following schedule:

<b>Service</b>	<b>Maximum Annual Leave Entitlement Per Year</b>
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*Up to 3 Years:*

Annual Leave will be earned at the rate of 2.70% of all Regular Hours Paid	37.5 Hr. Workweek: 52.5 Hrs(7 days) 40 Hr. Workweek: 56 Hrs(7 days)
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*Over 3 Years to 15 Years Inclusive:*

Annual Leave will be earned at the rate of 5.77% of all Regular Hours Paid	37.5 Hr. Workweek: 112.5 Hrs(15 days) 40 Hr. Workweek: 120 Hrs(15 days)
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*Over 15 Years to 25 Years Inclusive:*

Annual Leave will be earned at the rate of 7.70% of all Regular Hours Paid	37.5 Hr. Workweek: 150 Hrs.(20 days) 40 Hr. Workweek: 160 Hrs.(20 days)
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*Over 25 Years:*

Annual Leave will be earned at the rate of 10% of all Regular Hours Paid	37.5 Hour Workweek: 195 Hours (26 days) 40 Hour Workweek: 208 Hours (26 days)
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Employees with less than three years of service who are currently earning annual leave at the rate of 4% of regular hours paid will earn annual leave at the following rate until they reach over three years of service, at which time they will earn annual leave in accordance with the schedule outlined above:

Annual Leave will be earned at the rate of 3.85% of all Regular Hours Paid	37.5 Hr. Workweek: 75 Hrs. (10 days) 40 Hr. Workweek: 80 Hrs. (10 days)
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Regular Hours Paid as used in this Article include all hours paid except overtime, standby time, call-time, and full-time out-service training. Work-related disability time shall be included in regular hours paid as provided in Article 26, Sections 3 and 9.

Employees shall be credited with a year of service for each 26 pay periods completed in an active pay status, provided they were paid a minimum of one hour in each pay period.

**Section 2.** Vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular classification.

**Section 3.** Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest Master Agreement seniority shall be given a choice of vacation periods in the event of any conflict in selection. Where reasonable opportunities are available for selection of vacations on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period. The selection period shall be January 1 to April 30 of each year for vacations from May 1 through December 31 and November 1 through December 31 for vacations from January 1 through April 30 of the following year, unless there are existing or subsequent agreements on the selection period at appropriate local levels.

**Section 4.** Employees who work other than a regular Monday thru Friday workweek and who request and are granted a vacation covering at least five (5) consecutive

work days which immediately precedes or follows their regularly scheduled days off shall not have their regularly scheduled days off changed and for any requirement to work the regularly scheduled days off the employee shall be paid two and one-half times the employee's regular hourly rate of pay.

**Section 5.** If a holiday occurs during the work week in which vacation is taken by an employee, the holiday shall not be charged to annual leave.

**Section 6.** Employees who become ill during their vacation will not be charged annual leave for the period of illness provided satisfactory proof of such illness is furnished to the Employer upon return to work.

**Section 7.** If employees are required to work during their scheduled vacation period and are unable to reschedule their vacation during the calendar year due to the demands of their work, the calendar year shall be extended for 7 pay periods for rescheduling purposes.

**Section 8.** Employees separated from the service of the Employer for any reason prior to taking their vacation, shall be compensated in a lump sum for the unused vacation they have accumulated up to the time of separation.

**Section 9.** Unused annual leave shall be carried over from one calendar year to the next provided that in no case shall the amount thus carried over exceed 45 days (337.5 or 360 hours).

**Section 10.** If an employee is required to return to work after commencement of a pre-scheduled vacation, the employee shall be compensated at one and one-half times

the employee's regular hourly rate of pay for all hours required to work on the pre-scheduled vacation day or days. The employee shall be permitted to reschedule such vacation day or days in accordance with Section 3. This section shall not apply to employees in the Department of Transportation who are recalled for the purpose of performing duties due to actual or anticipated adverse weather conditions.

**Section 11.** The provisions of Section 1 of this Article shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year. It is understood that this section does not apply to furloughed employees who, during their recall period, return to the Employer's payroll in a temporary capacity.

**Section 12.** Employees on leave without pay to attend official union conventions or conferences in accordance with Article 17, Section 3 shall have that time included in regular hours paid for purposes of earning annual leave entitlement and credited service under Section 1 above.

**Section 13.** Permanent employees who have one or more years of service since their last date of hire may anticipate annual leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing the leave privilege. Permanent employees with less than one year of service since their last date of hire may not anticipate annual leave.

**Section 14.** An employee who is furloughed and is not employed in another position within 14 calendar days of the effective date of furlough will receive a lump sum payment for all earned, unused annual leave unless the employee requests in writing before the end of the 14 calendar days to freeze all earned, unused annual leave.

An employee may subsequently change a decision to freeze the earned, unused annual leave by submitting a written request for a lump sum payment for the annual leave. Payment will be made within 35 days of the date on which the request is received by the Employer, and will be at the rate of pay in effect on the last day of employment prior to the date of furlough.

If the employee is reemployed during the furlough recall period, annual leave which was frozen will be reinstated. If the employee is not reemployed prior to the expiration of the furlough recall period, the employee shall be paid off in lump sum for all frozen earned, unused annual leave at the rate of pay in effect on the last date of employment prior to the date of furlough.

**Section 15.** For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

## **ARTICLE 14 SICK LEAVE AND BEREAVEMENT LEAVE**

**Section 1.** Employees shall be eligible to use paid sick leave after 30 calendar days of service with the Employer. Employees shall earn sick leave as of their date of hire in accordance with the following schedule:

	<b>Maximum Sick Leave Entitlement Per Year</b>
Sick Leave will be earned at the rate of 5% of all Regular Hours Paid	37.5 Hour Workweek: 97.5 Hours (13 days) 40 Hour Workweek: 104 Hours (13 days)

Regular Hours Paid as used in this Article include all hours paid except overtime, standby time, call-time, and full-time out- service training. Work-related disability time shall be included in regular hours paid as provided in Article 26, Sections 3 and 9.

**Section 2.** Employees may accumulate sick leave up to a maximum of 300 days (2250 or 2400 hours).

**Section 3.** A doctor's certificate is required for an absence from work due to sickness for three or more consecutive days. For absences of less than three days, a doctor's certificate may be required where the Employer has reason to believe that the employee has been abusing the sick leave privilege. The total circumstances of an employee's use of sick leave rather than a numerical formula shall be the basis upon which the Employer's final determination is made that the employee is abusing sick leave. Discipline based upon patterns of sick leave use will be treated under the basic concepts of just cause.

**Section 4.** Where sickness in the immediate family requires the employee's absence from work, employees may use not more than five days of such sick leave entitlement in each calendar year for that purpose. Immediate family is defined as the following persons: husband, wife, child, step-child, parent, brother or sister of the employee. The Employer may require proof of such family sickness in accordance with Section 3 above.

**Section 5.** Employees may use up to five days of sick leave for the death of a spouse, parent, stepparent, child, or step-child and up to three days of such leave may be used for the death of a brother, sister, grandparent, step-grandparent, grandchild, step- grandchild, son- or daughter-in-

law, brother- or sister-in-law, parent-in-law, grandparent-in-law, aunt, uncle, or any relative residing in the employee's household.

**Section 6.** a. Employees who retire shall be paid for their accumulated unused sick leave in accordance with the schedule below if they retire under the conditions set forth in subsection b.

Days Available at Retirement	Percentage Buy-Out	Maximum Days
0 - 100	30%	30
101 - 200	40%	80
201 - 300	50%	150
over 300 (in last year of employment)	100% of days over 300	13

b. Eligibility for payment of benefits under subsection a is as follows:

(1) Superannuation retirement with at least five years of credited service in the State and/or public school retirement systems,

(2) Disability retirement, which requires at least five years of credited service in the State and/or public school retirement systems, or

(3) Other retirement with at least 25 years of credited service in the State and/or public school retirement systems.

(4) After 7 years of service, death prior to retirement or separation of service except as provided in Section 7.

c. Such payments shall not be made for part days of accumulated sick leave.

d. No payments under this section shall be construed to add to the credited service of the retiring member or to the retirement covered compensation of the member.

**Section 7.** When an employee dies as the result of a work-related accident, the Commonwealth will pay 100% of the employee's unused sick leave unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976 in which case the Commonwealth will pay 30% of the employee's unused sick leave to 90 days. Such payments shall not be made for part days of accumulated sick leave.

**Section 8.** The provisions of Section 1 of this Article shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year. It is understood that this section does not apply to furloughed employees who, during their recall period, return to the Employer's payroll in a temporary capacity.

**Section 9.** Employees on leave without pay to attend official union conventions or conferences in accordance with Article 17, Section 3 shall have that time included in regular hours paid for the purpose of earning sick leave entitlement in accordance with Section 1 above.

**Section 10.** Permanent employees who have one or more years of service since their last date of hire may anticipate sick leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing the leave privilege. Permanent employees with less than one year of service since their last date of hire may not anticipate sick leave.

An employee may elect to use annual or personal leave prior to anticipating sick leave.

**Section 11.** During the term of this Agreement, a joint committee shall be established to study the problem of sick leave abuse.



**Section 12.** For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

**Section 13.** During the term of this Agreement, a joint committee shall be established to discuss the development of a sick leave bank.

## **ARTICLE 15 CIVIL LEAVE**

**Section 1.** The Employer recognizes the responsibility of its employes to fulfill their civic duties as jurors and witnesses in court proceedings. The Employer agrees therefore to grant civil leave with pay to permanent employes:

a. Who have not volunteered for jury duty and are called for jury duty

or

b. Who are not a party in a civil or criminal court proceeding, but are subpoenaed as a witness to attend such a court proceeding.

Civil leave shall be granted for the period of time (including reasonable travel time) when the employee's regularly scheduled work is in conflict with the required court attendance time. An employee shall be eligible to receive a maximum of one (1) day's pay at their regular straight time rate (One (1) full shift) for each day of required court attendance.

If an employee works a second or third shift and their hours of work are not in conflict with the required court attendance time, the employee shall be granted civil leave

equal to the required court attendance time plus reasonable travel time up to a full shift for each day of the required court attendance during either their regular shift immediately preceding or subsequent to the court appearance.

Evidence of such civil duty in the form of a subpoena or other written notification shall be presented to the employee's immediate supervisor as far in advance as possible.

**Section 2.** Permanent employes who are subpoenaed as witnesses or who are parties in the following administrative hearings shall be granted leave with pay while attending such hearings: Unemployment Compensation Board of Review Referee, Workers' Compensation Referee, and Workers' Compensation Appeal Board.

Permanent employes who are subpoenaed as witnesses before the State Civil Service Commission or Pennsylvania Human Relations Commission shall be granted leave with pay while attending such hearings.

Evidence of such duty in the form of a subpoena or other written notification shall be presented to the employee's immediate supervisor as far in advance as practicable.

**Section 3.** The term court as used in this Article is intended to mean only the following courts: Minor Judiciary Court, Courts of Common Pleas, Commonwealth Court and the United States District Court.

**Section 4.** a. Permanent employes, while performing fire fighting duties, emergency medical technician duties, civil air patrol activities or civil defense rescue work during a fire, flood, hurricane or other disaster, within the Commonwealth of Pennsylvania may be granted leave with pay. Certified Red Cross disaster relief volunteers may be granted leave with pay to perform disaster relief work for the Red Cross during a state of emergency declared by the Governor.

b. Volunteer participation in fire fighting activities, emergency medical technician activities, civil air patrol activities, civil defense rescue work or disaster relief work for the Red Cross shall require the prior approval of the agency head. Employees absent from work for reasons under Subsection a of this section shall be required to obtain a written statement from the fire company, forest unit, emergency management agency, or other organization with which they served, certifying as to their activities during the period of absence.

## **ARTICLE 16 MILITARY LEAVE**

Employees shall be eligible for military leave as provided as follows:

### **Section 1. Military Reserve**

a. All permanent employees of the Commonwealth who are members of reserve components of the Armed Forces of the United States shall be entitled to military leave with compensation for all types of training duty ordered or authorized by the Armed Forces of the United States. Such training duty may either be active or inactive duty training and shall include but is not limited to:

- (1) Annual active duty for training
- (2) Attendance at service schools
- (3) Basic training
- (4) Short tours of active duty for special projects
- (5) Attendance at military conferences and participation in any command post exercise or maneuver which is separate from annual active duty for training or inactive duty training.

b. For military training duty as provided for in Subsection a of this section the maximum military leave with compensation is 15 working days per calendar year.

c. The rate of compensation for a military leave day shall be the employee's regular rate of compensation for the employee's regular classification.

### **Section 2. Pennsylvania National Guard**

a. In accordance with the Military Code as amended by Act 92 of 1975 and Act 174 of 1990, all permanent employees of the Commonwealth who are members of the Pennsylvania National Guard shall be entitled to military leave with compensation for all types of training duty (active and inactive) or other military duty ordered or authorized by the Armed Forces of the United States. Such duty shall include but is not limited to:

1. Annual active duty for training
2. Attendance at service schools
3. Basic training
4. Short tours of active duty for special projects
5. Attendance at military conferences and participation in any command post exercise or maneuver which is separate from annual active duty for training or inactive duty training.
6. Other military duty.

b. For military training duty or other military duty as provided for in Subsection a of this section, the maximum military leave with compensation is 15 working days per calendar year.

c. Military leaves with compensation shall also be granted to members of the Pennsylvania National Guard on all working days during which, as members of the Pennsylvania National Guard, they shall be engaged in the active service of the Commonwealth as ordered by the

Governor when an emergency in the Commonwealth occurs or is threatened, or when tumult, riot or disaster shall exist or is imminent.

d. The rate of compensation for a military leave day shall be the employee's regular rate of compensation for the employee's regular classification.

### **Section 3. General**

a. Permanent employees of the Commonwealth who leave their jobs for the purpose of entering voluntarily or involuntarily any branch of the Armed Forces of the United States, any of its Reserve components or any of its National Guard components for the purpose of training or service shall be granted military leave without pay.

b. Employees who are on military leave without pay shall either have their duties performed by remaining employees and their positions kept vacant or they shall be performed by temporary substitutes.

### **Section 4. Granting, Duration and Expiration of Military Leave Without Pay**

a. Military leave without pay must be granted for the following military services:

1. For all active duty served to a maximum of four years plus up to one year of voluntary extended active duty and all involuntary extensions of active duty.

2. For Reservists or National Guardsmen for initial active duty for training. A Reservist or Guardsman who is granted military leave without pay for initial active duty for training shall not have such military leave without pay count toward the maximum amount of time the employee may serve on active duty.

3. For Reservists or National Guardsmen for other military training duty. Employees who volunteer for additional duty not required as part of routine reserve train-

ing shall provide four weeks notice to their immediate supervisor prior to the commencement of such duty. A Reservist or National Guardsman who is granted military leave without pay for other military training duty shall not have such military leave without pay count toward the maximum amount of time the employee may serve on active duty.

b. Military leave without pay shall expire:

1. Under a (1) above 90 days following release from active duty or if the employee is hospitalized at the time of release from active duty, 90 days from the date of the employee's release from the hospital, provided that the hospitalization does not continue for more than a year after release from active duty.

2. Under a (2) above 31 days following release from initial active duty for training.

3. Under a (3) above the next regularly scheduled work day following release from other military training duty.

### **Section 5. Re-employment**

Every employee has the right to return to employment at the time of or prior to the expiration of military leave upon notifying the agency head of the desire and availability to return to Commonwealth service.

### **Section 6. Seniority Rights**

An employee who returns to employment at the time of or prior to the expiration of military leave shall be given such status in employment as would have been enjoyed if employment had been continuous from the time of entrance into the Armed Forces.

### **Section 7. Retirement Rights**

Employees who are granted military leaves may, under conditions provided in the Military Code (51 Pa. C.S. 7306)

and Chapter 43, Part III of Title 38 United States Code and in accordance with procedures prescribed by the State Employees' Retirement Board and the Public School Employees' Retirement Board, choose either to continue or discontinue making regular payments into their retirement accounts.

#### **Section 8. Loss of Benefits**

Employees who are separated from the service by a discharge under other than honorable conditions, bad conduct, or dishonorable discharge shall not be entitled to any of the benefits of Section 3 through Section 9 of the Article (relating to military leaves without pay) except such vested rights as they may have acquired thereto by virtue of payments made into their retirement accounts.

#### **Section 9. Physical Examination**

Employees shall be granted one day's leave with pay for the purpose of undergoing any physical examination that may be required in connection with entering the Armed Forces. An extension of such paid leave, not exceeding two additional days, may be approved by the agency if the employee certified in writing that more than one day is required to complete the examination.

**Section 10.** For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

### **ARTICLE 17 LEAVES OF ABSENCE WITHOUT PAY**

**Section 1.** Employees may be granted leaves without pay at the sole discretion of the Employer for any reason for a period not to exceed two years.

**Section 2.** Employees who are elected or appointed as Union officials or representatives shall be granted, at the written request of the employee, leaves without pay for the maximum term of office, not to exceed three years. Such leaves may be renewed or extended by written mutual consent of the Union and the Employer.

**Section 3.** Union officials or elected delegates shall be granted, subject to management's responsibility to maintain efficient operations, up to six weeks leave without pay each year without loss of seniority credit where such time is necessary to enable them to attend official union conventions or conferences. Employees may use accrued annual or personal leave for this purpose in lieu of leave without pay.

The following shall be recognized as official union conventions or conferences:

1. AFSCME Council 13 Convention
2. District Council Conventions
3. AFSCME International Convention
4. Pennsylvania AFL-CIO Convention
5. AFSCME Women's Conference
6. Coalition of Labor Union Women Conference
7. Leadership Institute (Steward/Officer Training) Conference
8. Black Labor Coalition Conference
9. Contract Interpretation Training Sessions held after the negotiation of a new collective bargaining agreement for the purpose of disseminating contract interpretation information to delegates. An employee may be granted leave without pay with seniority credit to attend two contract interpretation training sessions during the life of the collective bargaining agreement.

10. Executive Board meetings of Council 13.
11. AFSCME Policy Committee except for contract ratification.

Requests for leave without pay with seniority credit for union officials or elected delegates will be forwarded to the Bureau of Labor Relations, Office of Administration, by AFSCME, Council 13, not less than three weeks prior to the date of each convention or conference. Each request will contain the name, classification, department and work location of the union official or delegate, in addition to the name of the conference or convention.

**Section 4.** After completing one year of service, an employee may be granted a leave of absence without pay at the sole discretion of the Employer for educational purposes. Such leave shall not exceed one year and shall not be granted more than once every four years.

**Section 5.** After completing six months of service, employees shall be granted, upon written request, extended leave without pay for illness for a period of at least two consecutive weeks, but not more than six months. If the illness or disability is due to a serious health condition as defined by the Family and Medical Leave Act, leave shall be granted for less than two consecutive weeks. The request, which shall be submitted in advance of the leave if circumstances permit, shall include proof of illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return.

If requested and properly documented as medically necessary, leave under this Section shall be approved on an intermittent or reduced-time basis.

After the employee has used an aggregate of six months of leave without pay under this section, the Employer is

not required to grant subsequent leave without pay for this purpose unless six (6) months in an active pay status have elapsed from the termination of the last date of approved leave under this section.

This section shall not apply to a work-related injury.

**Section 6.** Upon request of the employee, an extension of up to an additional six months of leave without pay for illness shall be granted provided the employee provides proof of continuing illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return. The extension shall be without benefits. Upon certification from the employee's doctor that the employee is able to return to work, the employee shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six-month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the same geographical/ organizational limitation as the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this section shall terminate. If the employee accepts a position in a lower classification or a position previously held, the employee will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the six-month period in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

This section shall not apply to a work-related injury.

**Section 7.** Employees shall not be required to use accumulated sick, annual, and/or personal leave prior to the commencement of a leave without pay.

**Section 8.** Upon the expiration of any approved leave of absence without pay, except as provided in Section 6 above and in Article 26, Section 7, the employee is entitled to return to a position in the same or equivalent classification within the agency, subject to the furlough provisions of Article 29, Seniority.

**Section 9.** It is understood by both parties that the provisions of Sections 5, 6, 7 and 8 are consistent with the Family and Medical Leave Act of 1993, 29 UCS Section 2601 et seq.

## **ARTICLE 18 PARENTAL LEAVE**

Employees shall be eligible for parental leave as provided as follows:

### **Section 1. General**

All permanent employees of the Employer who become parents through childbirth or formal adoption or placement of a child with an employee for foster care shall be granted parental leave upon request.

### **Section 2. Granting Leave**

a. An employee shall submit written notification to the immediate supervisor stating the anticipated duration of the leave at least two weeks in advance if circumstances permit. Such leaves shall be granted for a period of time not to exceed six months. Upon the request of the employee

and at the discretion of the agency head, parental leaves may be extended or renewed for a period not to exceed six months. In no case shall the total amount of leave exceed 12 months. Parental leave shall begin whenever employees request; and may be used prior to the date of custody or placement when required for adoption or placement to proceed. No unpaid parental leave shall be granted beyond one year from the date of birth, of assuming custody of an adopted child or of placement of a foster child.

b. In no case shall an employee be required to leave prior to parental leave unless he/she can no longer satisfactorily perform the duties of his/her position.

c. While an employee is on parental leave, the duties of the position shall either be performed by remaining staff and the position kept vacant or they shall be performed by a substitute employee.

### **Section 3. Re-employment**

a. An employee shall have the right to return to the same position in the same classification held before going on parental leave, or to an equivalent position with regard to pay and skill.

### **Section 4. Seniority Rights**

Upon return from parental leave, an employee shall retain all seniority and pension rights that had accrued up to the time of leave. Seniority shall continue to accrue during parental leave.

### **Section 5. Annual, Personal, and Sick Leave**

An employee is entitled to use accrued sick leave for the period that he/she is unable to work as certified by a physician. An employee may use all accrued annual and/or personal leave at any time before, during or after parental leave.

Unused leave shall be carried over until return. An employee shall not earn annual, personal, and sick leave while on parental leave without pay. Paid leave is not to be included when calculating the six (6) month entitlement.

#### **Section 6. Guidelines**

Guidelines established by the Secretary of Administration regarding parental leave are published through the Directives Management System (Reference Management Directive 530.2). Guidelines regarding state-paid benefits while on parental leave are published through the Directives Management System (Reference Management Directive 530.4).

#### **Section 7.**

It is understood by both parties that the provisions of this Article are consistent with the Pennsylvania Human Relations Act 43 P.S. Section 951 et seq. and the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq.

### **ARTICLE 19 SALARIES AND WAGES**

**Section 1.** Effective July 1, 1993, each employee covered by this Agreement who is in an active pay status shall receive a general pay increase of three percent (3.0%). This increase is reflected in the Standard Pay Schedule in Appendix A.

**Section 2.** Effective January 1, 1994, each employee covered by this Agreement who is in an active pay status shall be placed on the restructured Standard Pay Schedule in Appendix C in accordance with the Placement Matrix in Appendix B.

**Section 3.** Effective July 1, 1994, each employee covered by this Agreement who is in an active pay status shall receive a general pay increase of forty-five cents (\$.45) per hour or three and one-half percent (3.5%), whichever is greater. This increase is reflected in the Standard Pay Schedule in Appendix D.

**Section 4.** Effective July 1, 1995, each employee covered by this Agreement who is in an active pay status shall receive a general pay increase of forty-five cents (\$.45) per hour or three and one-half percent (3.5%), whichever is greater. This increase is reflected in the Standard Pay Schedule in Appendix E.

**Section 5.** A permanent salaried employee whose salary exceeds the maximum of the employee's applicable pay range when the general pay increases outlined in Sections 1, 3 and 4 are effective shall receive the annual amount of the general pay increase in the form of a one-time cash payment rounded to the nearest dollar. The cash payment shall be paid no later than the next payday after the general pay increase is reflected in the paychecks of employees who are not above the maximum.

If an employee's rate of pay exceeds the maximum of the employee's applicable pay range before the general pay increase, but would not exceed the maximum after the general pay increase, the employee's rate shall be increased by an amount which will make it equal to the new maximum. The one-time cash payment for an employee in this situation shall be reduced by the amount of increase in the employee's annual rate of pay.

**Section 6. a.** Employees hired into classifications covered by this Agreement shall be paid the minimum rate for the pay range assigned to their classification as reflected on the Standard Pay Schedule.

b. The Commonwealth may hire employees at pay rates above the minimum rate of the assigned pay range. In such cases, the Office of Administration will notify AFSCME Council 13 after it has approved the hiring above the minimum rate and before the above minimum appointments are made by the appointing authority.

**Section 7.** a. Employees covered by this Agreement who have at least one year of service with the Commonwealth on January 31, 1995, will be eligible to receive a one step annual service increment effective on the first day of the first full pay period in January, 1995.

Employees covered by this Agreement who have at least one year of service with the Commonwealth on January 31, 1996, will be eligible to receive a one step annual service increment effective on the first day of the first full pay period in January, 1996.

No employees will be eligible for or receive longevity increases or annual service increments during the period of July 1, 1993, through December 31, 1994.

b. During the term of this Agreement, employees who are at or above the maximum step of their pay range at the time they become eligible for an annual service increment as outlined in (a), shall receive the annual amount of a two and one-quarter percent (2.25%) increase in the form of a one-time cash payment rounded to the nearest dollar.

**Section 8.** a. Effective January 1, 1994, when an employee covered by this Agreement is promoted to another classification in a higher pay range, the employee shall receive an increase of four steps for each pay range the employee is promoted or to the minimum of the new pay range, whichever is greater. During the period July 1, 1993, through December 31, 1993, when an employee is promoted the employee shall be placed at the rate in the

higher pay range that is closest to but no less than the rate produced by increasing the employee's current rate by eight percent for each pay range the employee is promoted or the minimum step, whichever is greater.

b. Effective January 1, 1994, when an employee covered by this Agreement is demoted (including demotions occurring as a result of furlough bump or furlough recall) to another classification in a lower pay range, the employee shall receive a decrease of four steps for each pay range the employee is demoted or to the maximum of the new pay range, whichever is lesser. During the period July 1, 1993, through December 31, 1993, when an employee is demoted, the employee shall be placed at the step in the lower pay range that is closest to but no greater than the rate produced by decreasing the employee's current rate by 7.4 percent for each pay range the employee is demoted or the maximum step, whichever is lesser.

c. When an employee covered by this Agreement is transferred to another classification in the same pay range, the employee shall be placed at the same step in the pay range.

**Section 9.** The cash payments provided for in this Article shall not be added to the employee's base salary. They will require neither employee nor Employer retirement contributions, nor will these payments be considered compensation for the calculation of retirement benefits. The cash payments will be subject to dues and fair share fee deductions where applicable.

**Section 10.** An employee in an inactive pay status shall, upon return to active status, be entitled to the above general pay increases outlined in Sections 1, 2, 3 and 4; the cash payments outlined in Section 5; and the annual service increments outlined in Section 7 where applicable.



**Section 11.** The salaries of employes shall be paid biweekly. In the event the payday occurs on a holiday, the preceding day shall be the payday.

**Section 12.** The policies regarding pay range revisions contained in the Commonwealth's Personnel Rules shall continue.

## **ARTICLE 20 OVERTIME**

**Section 1.** One and one-half of the employee's regular hourly rate of pay shall be paid for work under the following conditions:

a. For any work performed in excess of eight hours in any work day or in excess of 40 hours in any work week.

b. For employees whose work schedules consist of any 10 days within a consecutive 14 calendar day period as provided in Article 6, Section 6, for any work in excess of eight hours in any one work day or in excess of 80 hours in a pre-established bi-weekly work schedule.

c. There shall be no duplication of premium pay for the same hours worked under the provisions of Subsections a and b of this section.

d. The provisions of this Article are not applicable to employees in job classes formerly assigned to pay ranges 41 and above and identified as exempt in the Commonwealth's Pay Plan. However, except as provided hereafter in this subsection, such employees shall be granted their regular, straight-time rate of pay or, by mutual consent of the Employer and employee involved, compensatory time off one hour for each hour worked at a time to be agreed upon by the Employer. Existing methods of operation and practice concerning compensatory time for

employees in exempt classifications who control their own work hours shall continue.

**Section 2.** The following items will be regarded as hours worked for the purpose of computing overtime pay under Section 1 of this Article:

- a. Hours worked, excluding standby time.
- b. Rest periods
- c. Holidays
- d. Annual leave.
- e. Compensatory leave; to be included in the period of occurrence for the purpose of computing overtime.
- f. Personal day leave.
- g. Sick leave.
- h. Administrative leave.

**Section 3.** Double an employee's regular hourly rate of pay shall be paid for work under the following conditions:

a. An employee on a five day per week schedule shall be paid double time for hours worked on the second scheduled day off in the work week provided the employee is in an active pay status on the employee's five regularly scheduled work days and works the employee's first scheduled day off in the work week. If such an employee is in an active pay status the employee's next five regularly scheduled work days and works the employee's next scheduled day off or next two scheduled days off, the employee shall be paid double time for hours worked on those days.

An employee who has been paid double time for the fourth scheduled day off shall be paid double time for all subsequent consecutive scheduled days off worked, provided the employee is in an active pay status on each of the five regularly scheduled work days of the associated work week.

b. An employee whose work schedule consists of any 10 days within a consecutive 14 calendar day period as provided in Article 6, Section 6, shall be paid double time for the second and/or fourth scheduled days off work; provided, in order to be eligible for double time on the second day off, the employee must be in an active pay status the first five regularly scheduled work days and work the first scheduled day off in the normal bi-weekly work period and, in order to be eligible for double time on the fourth day off, the employee must be in an active pay status the second five regularly scheduled work days and work the third scheduled day off in the normal bi-weekly work period. An employee on this work schedule shall be paid double time for the third scheduled day off; provided, in order to be eligible for double time on the third day off, the employee must be in an active pay status the first five regularly scheduled work days and the second five regularly scheduled work days, and work the first and second scheduled days off in the normal bi-weekly work period. An employee who has been paid double time for the fourth scheduled day off shall be paid double time for all subsequent consecutive scheduled days off worked provided the employee is in an active pay status the first five regularly scheduled work days in the normal bi-weekly work period, the first or first and second scheduled days off are worked, and the employee is in an active pay status the second five regularly scheduled work days in the normal bi-weekly work period, if the third or third and fourth scheduled days off are worked.

c. For fifteen-minute rest periods, in the event employees are required to work through their rest period, while on premium overtime.

**Section 4.** By mutual agreement between the Employer, the Union and the employee involved, compensatory time

at the appropriate rate may be granted in lieu of premium overtime pay. Such compensatory time is to be granted within the 90 calendar day period succeeding the date on which the overtime is worked. If a written request is received prior to or within 45 days after the date on which the overtime is worked, the compensatory time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee. If the Employer does not schedule the compensatory time in accordance with the employee's request, or at some other time mutually agreed to, prior to the completion of the 90 calendar day period succeeding the date on which the overtime is worked, the employee shall be compensated at the appropriate rate of pay in lieu of paid time off.

**Section 5.** The Employer will attempt to equalize overtime during each one-half calendar year between or among the employees within the same job classification within each equalization unit who have previously stated in writing a willingness to accept overtime assignments. When the need for overtime occurs, the Employer shall first seek to obtain volunteers for the performance of the overtime work among those employees who have stated a willingness to work overtime. In the event that there are an insufficient number of volunteers, the Employer shall have the right to assign such work on a non-volunteer basis beginning with the least senior of those employees who has had the least assigned overtime on a non-volunteer basis during the period. Seniority status in this regard shall be Classification seniority. Nothing in this section shall require the Employer to accept as a volunteer or to assign overtime to an employee where the employee would be entitled to double time for such overtime work.

An employee declining overtime shall be credited with

the overtime worked by the employee accepting or assigned to the overtime for equalization purposes. Employees may be passed over in order to comply with the equalization requirements.

An employee submitting a written statement of willingness to work overtime or withdrawing the written statement of willingness to work overtime after the beginning of a six-month equalization period shall be credited for equalization purposes with an amount of overtime equal to the maximum amount of credited overtime held by an employee in the same classification in the equalization unit at the time of submitting or withdrawing the statement. This paragraph shall be superseded by any existing or subsequent procedure mutually agreed upon in writing by the Employer and the Union at an agency, institutional or local agency level.

Lists showing accumulations of overtime within each equalization unit during the preceding six-month period shall be posted every six months.

Equalization units may be changed by written agreement of the parties. If either party requests a change to an established equalization unit, the matter shall be discussed at labor-management meetings at appropriate local levels. If agreement is not reached, either party can request that an unresolved equalization unit issue be submitted to a committee consisting of representatives of the Union and representatives of the Office of Administration and the department or agency. After a period of 45 days from the date of the request to submit the unresolved issue to the Committee, either party can request that an unresolved equalization unit issue be submitted to an arbitration panel.

The arbitration panel shall consist of one Union staff member, one staff member of the Employer, and one impartial arbitrator jointly selected by the parties. Until a

new equalization agreement is put into effect, the parties will continue to abide by the existing written equalization agreement. If no written equalization unit agreement is in effect, the parties agree to continue the existing method of assigning overtime until a written overtime equalization unit is put into effect.

An employee in a bargaining unit covered by this Agreement who is temporarily assigned to a position in a first level supervisory unit will have overtime equalized with other appropriate employees in the temporarily assigned classification in the first level supervisory unit during the temporary assignment. In this situation, the employee will be credited with the maximum amount of credited overtime held by an employee in the same classification in the equalization unit at the time the employee begins the temporary assignment and/or at the time the employee ends the temporary assignment.

**Section 6.** Employees who are required to remain on duty during meal periods shall be compensated for these periods at the appropriate rate of pay. Employees who are not permitted to take rest periods during their regular shifts shall have that time counted as time worked in addition to that which is provided for in Section 2.

**Section 7.** Payment for overtime is to be made the pay day of the first pay period following the pay period in which the overtime is worked. For the purpose of this section, and in the determination of this time, pay periods will be considered as after-the-fact.

**Section 8.** There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked. Time worked on holidays during an employee's regular shift shall not be

excluded from hours worked for the purpose of determining eligibility for overtime pay under Section 1 of this Article.

## **ARTICLE 21 SHIFT DIFFERENTIAL**

**Section 1.** An employee whose work shift consisting of 7 1/2 or 8 work hours on a scheduled work day begins before 6:00 a.m. or at or after 12:00 noon will be paid a shift differential of 60 cents per hour for all such hours worked on that shift. Effective July 1, 1994, shift differential shall be increased to 65 cents per hour. Effective July 1, 1995, the shift differential shall be increased to 75 cents per hour.

**Section 2.** Employees who work overtime on their work shift as described in Section 1, or who work not less than a full 7 1/2 or 8 hour shift which begins before 6:00 a.m. or at or after 12:00 noon on a day other than a scheduled work day will receive the shift differential for each non-premium hour worked and will have the shift differential included in the base rate for the purpose of computing the appropriate overtime premium rate.

An employee who works overtime after or before a scheduled work shift for which shift differential is not applicable, whether or not the overtime work is for a full 7 1/2 or 8 hour shift, shall not receive shift differential or have it included in the base rate for computing the overtime premium rate.

**Section 3.** This Article shall apply to Houseparents at the Scotland School for Veterans' Children.

## **ARTICLE 22 CALL TIME**

**Section 1.** Employees who have been called in to work outside of their regular shift schedule shall be paid at the appropriate rate for the hours worked or a minimum of three hours' pay at the employee's regular straight time hourly rate, whichever is greater. Call time pay begins when employees report to their assigned work site ready for work. Employees will be permitted to leave the work site when the work assignment that is the reason for the call time is completed unless the employee's scheduled work shift has commenced. There shall be no duplication of hours or pay.

**Section 2.** The provisions of Section 1 above are not applicable to Forest Technicians and Foresters I and II when called to fight fires. Such employees when called out to fight fires shall be guaranteed two hours of work on a portal-to-portal basis.

**Section 3.** Call time provisions shall not be applicable to the raising and lowering of flags at government installations.

**Section 4.** Unless provided otherwise herein, the provisions of Section 1 shall be applicable to any work assignment that is separated from the employee's regular shift schedule or other work assignment by a break in time other than a meal period. Section 1 shall not be applicable to scheduled overtime where the past practice has been to schedule certain work assignments on a regular basis without being subject to any minimum hours or pay.

## **ARTICLE 23 STANDBY TIME**

An employee is on standby during the period that the employee is required to remain at home and to be available for emergencies. Only employees who are required to be on standby are entitled to the compensation hereafter set forth. Such employees shall, at the Employer's discretion, either be paid 25% of their regular base pay for such standby time or receive compensatory time off equivalent to 25% of such standby time. Employees shall be considered to be on standby time until officially released. Standby time shall not be considered hours worked for the purpose of overtime computation. An employee shall not be considered to be on standby time while being paid for call time.

## **ARTICLE 24 LIFE INSURANCE**

**Section 1.** The Employer shall continue to assume the entire cost of the insurance coverage for eligible employees as set forth in the currently existing life insurance plan as modified by Section 2. The amount of insurance is based on the employee's annual pay rate in effect on the preceding January 1, rounded to the nearest \$1,000, but not to exceed \$40,000. The amount will be reduced to 65% on the date the insured individual reaches age 70 and to 50% on the date the insured individual reaches age 75.

**Section 2.** a. Permanent employees who are granted sick leave without pay, parental leave without pay or family care leave without pay will continue to receive 100% State paid coverage under the current life insurance plan for up

to six months. Employees who are on leave without pay for longer than six months may remain in the program for an additional six month period by paying the entire premium.

b. Except as provided in c below, those permanent employees who are placed on suspension or who are granted leave without pay for any reason other than sickness or parental or family care leave for longer than one full pay period may remain in the program for up to one year by paying the entire premium.

c. Permanent employees who are regularly placed on leave without pay for one to three months every year due to cyclical work schedules or weather conditions will continue to receive 100% State paid coverage for the period they are on leave. If the leave extends beyond the regular leave period, employees may remain in the program for up to one year by paying the entire premium.

**Section 3.** The Employer shall continue to provide each employee who is covered under the currently existing life insurance plan with fully paid accidental death benefits for work-related accidental deaths. The amount of coverage is \$10,000, unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976.

## **ARTICLE 25 HEALTH BENEFITS**

**Section 1.** Pennsylvania Employees Benefit Trust Fund  
a. A jointly administered, multi-union, Health and Welfare Fund has been established under the provisions of an Agreement and Declaration of Trust executed by and between the Union and the Employer.

This jointly administered Fund is known as the Penn-

sylvania Employees Benefit Trust Fund (hereinafter Fund). The Fund shall conform to all existing and future Federal and Commonwealth statutes applicable to and controlling such Health and Welfare Fund.

Said Agreement and Declaration of Trust shall provide for equal representation on the Board of Trustees appointed by the Unions and the Employer. In addition, the Agreement and Declaration of Trust will allow the Fund to provide benefits to management level and retired employees, as well as employees represented by other unions and other employers in the Commonwealth of Pennsylvania.

b. The Board of Trustees of the Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust the extent and level of such hospital, medical/surgical and major medical health coverage, supplemental benefits, and other benefits to be extended by the Fund.

c. The Employer shall contribute to the Fund the amounts indicated below on behalf of each permanent full-time employee eligible for benefits and covered by this Agreement:

July 1, 1993 - \$175.00 bi-weekly per employee

July 1, 1994 - \$180.00 bi-weekly per employee

July 1, 1995 - \$190.00 bi-weekly per employee

In consideration of the Union's cooperation in the efforts to consolidate the health benefit plans for covered employees, their dependents and other affected Commonwealth employees into a single, unified Trust Fund, and in deferring increases in required contribution rates during the first year of this Agreement, the Employer hereby guarantees to provide a level of contribution to the Fund during the first year of this Agreement sufficient for the Fund to provide the levels of coverage as determined by the Trustees of the Fund for employee participants and their dependents. Thereafter, the Employer will only

be required to make the contributions as herein specifically provided. Should there be any dispute over the level of contribution required to maintain the coverage during the first year of this Agreement, the dispute will move directly to arbitration on an expedited basis in accordance with Article 38, Section 2, Step V.

The contributions for permanent part-time employees, who are eligible for benefits and expected to be in an active pay status at least 50% of the time every pay period, will be 50% of the above referenced rates.

The Employer shall contribute to the Fund, during the first year of this Agreement on behalf of each temporary employee, except temporary pool employees, 44.5 cents per hour. This amount is based on the hours each employee is paid excluding overtime, standby time and call time hours. During the second and third year of this Agreement the amount will be determined by the Trustees of the Fund but will be based on the hours each employee is paid excluding overtime, standby time and call time hours paid.

d. The Employer shall make aggregate payments of contributions together with an itemized statement to the Fund within one month from the end of the month in which the contributions were collected.

e. All benefits extended by the Fund must be designed to be excludable from the "regular rate" definition of the Fair Labor Standards Act, unless hereinafter required by federal law to be included.

f. No dispute over a claim for any benefits extended by the Fund shall be subject to the grievance procedure established in any collective bargaining agreement, except as otherwise specifically provided within this Article.

g. It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be hereby charged with any responsibility in any manner con-

nected with the determination of liability to any employee claiming under any of the benefits extended by the Fund. It is expressly agreed that the Employer's liability, in any and every event, with respect to benefits extended by the Fund shall be limited to the contributions indicated under paragraph (c) above.

**Section 2.** The provisions of Sections 3 through 7 shall be modified to the extent the hospital, medical/surgical and major medical health coverage and other benefits as determined and extended by the Fund and/or the retired employees health plan is modified for current and/or future employees and annuitants by and through the Pennsylvania Employees Benefit Trust Fund as provided for in Section 1 of this Agreement.

**Section 3.** The Fund shall continue to provide each permanent fulltime active employee with hospital, medical/surgical and major medical health coverage, a Health Maintenance Organization (HMO) Option, a Preferred Provider Organization (PPO) or health benefits delivery system and/or other benefits as determined and extended by the Fund. In addition, it shall provide dependency coverage where the dependents of the employee qualify.

Coverage under the Fund shall cease, consistent with the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA), on the date an employee terminates employment. For the purposes of this section, termination of employment does not include furloughs and deaths. - For furloughed employees and surviving dependents, who are not covered under Section 8 of this Article, when the last day of employment falls between the first and 14th of the month, coverage will end on the last day of that month. When the last day of employment

falls between the 15th and the last day of the month, coverage will end on the 14th of the following month.

**Section 4.** The Fund shall continue to provide permanent part-time employees who are expected to be in an active pay status at least 50% of the time every pay period with hospital, medical/surgical and major medical health coverage and other benefits as determined and extended by the Fund. In addition, it shall provide 50% dependency coverage where the dependents of the employee qualify. Such employees shall contribute an amount determined by the Fund's trustees toward the cost of coverage.

**Section 5.**

a. Permanent employees who are granted sick leave without pay or parental leave without pay may continue to receive hospital, medical/surgical and major medical health coverage and other benefits as determined and extended by the Fund for up to six months. Permanent employees who are granted family care leave may continue to receive hospital, medical/surgical and major medical health coverage and other benefits as determined and extended by the Fund for up to twelve (12) weeks.

b. Except as provided in c. below, permanent part-time employees and those permanent full-time employees who are placed on suspension or who are granted leave without pay for any reason other than sickness, parental leave or family care leave for longer than one full pay period or who are on leave without pay longer than six months, will be permitted to continue coverage on a direct pay basis at a rate to be determined by the Fund but no greater than the COBRA rate.

c. Permanent full-time employees and permanent part-time employees who are eligible under Section 4 above who are regularly placed on leave without pay for one to three

months every year due to cyclical work schedules or weather conditions will continue to receive benefits as determined and extended by the Fund for the period they are on leave. If the leave extends beyond the regular leave period, employees will be permitted to continue coverage on a direct pay basis at a rate to be determined by the Fund but no greater than the COBRA rate.

d. The Employer shall continue to make full contributions to the Fund for permanent full-time employees for the period of time for which they are entitled to benefits under Section 5 a. or c. and 50% contributions for permanent part-time employees for the period of time for which they are entitled to benefits under Section 5 a. or c.

**Section 6.** Eligible employees shall be provided a choice between enrollment in hospital, medical/surgical and major medical health coverage, a Health Maintenance Organization (HMO), Preferred Provider Organization (PPO), or similar health benefits delivery system with which the Fund has made contractual arrangements. All active, full-time, permanent employees and other employees as determined by the Fund's trustees will be eligible. The choice shall be operated as follows:

a. The option to elect coverage in an HMO, PPO or similar health benefits delivery system shall be made available to those employees who reside within the service area.

b. The amount and kind of benefits available to employees shall be those contracted for by the Fund with an HMO, PPO, or similar health benefits delivery system.

c. The option to elect coverage under an HMO, PPO, or similar health benefits delivery system or to return to coverage under the hospital, medical/surgical and major medical health plan shall be available during annual open enrollment periods or at such other times as the Fund may designate.

d. The Fund shall pay to the HMO, PPO, or similar health benefits delivery system for each employee subscriber an amount equivalent to the cost of hospital, medical/surgical and major medical health coverage in the geographic area in which the HMO, PPO or similar health benefits delivery system is located, or some other amount which the Fund Trustees may reasonably determine. Additional costs, if any, of an HMO, PPO or similar health benefits delivery system shall be paid for by the employee through payroll deductions.

e. If employee payroll deductions are required and employees are placed on sick LWOP, parental leave or family care leave, benefits may be continued for up to six months only if the employees continue to pay their share of the premium. If the employees do not pay their share of the premium, their coverage under the HMO, PPO or similar health benefits delivery system will be cancelled and they will be permitted to continue coverage on a direct pay basis at a rate to be determined by the Fund but no greater than the COBRA rate.

**Section 7. a.** The Employer shall allow each individual who was eligible as an active employee under the hospital, medical/surgical and major medical health plan or an HMO, PPO, or similar health benefits delivery system to elect coverage upon retirement under the retired employees health plan. In addition, dependency coverage shall be allowed where the dependents of the annuitant qualify under such plan.

The Employer shall continue to pay the cost of coverage under the Retired Employees Health Plan, as that Plan is developed and administered in a cost effective and beneficial manner by the Pennsylvania Employees Benefit Trust Fund subject only to the prior approval of the Office of Administration.



b. The Employer shall continue to pay the entire cost of coverage for annuitants who retire under 1., 2. or 3. below and who have elected coverage under the retired employees health plan:

1. Retirement at or after superannuation age with at least 15 years of credited service in the State and/or public school retirement systems, except that
  - a. An employe who leaves State employment prior to superannuation age, vests retirement benefits and subsequently retires at or after superannuation age must have 25 years of credited service in the State and/or public school systems,
  - b. An employe who is furloughed prior to superannuation age, vests retirement benefits and subsequently retires at or after superannuation age during the recall period must have 15 or more years of credited service in the State and/or public school retirement systems,
  - c. An employe who leaves State employment prior to superannuation age and is subsequently rehired and then retires at or after superannuation age must have 15 or more years of credited service in the State and/or public school retirement systems with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employe returns during the recall period, this three year requirement will not apply. If the employe had qualified, other than through disability retirement, for Employer paid coverage in the Retired Employees

Health Program prior to the most recent rehire period, this three year requirement will not apply.

- d. An employe who leaves State employment subsequent to superannuation age and is subsequently rehired and then retires must have 15 or more years of credited service in the State and/or Public School retirement system with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employe returns during the recall period, this three year requirement will not apply. If the employe had qualified, other than through disability retirement, for Employer paid coverage in the Retired Employees Health Program prior to the most recent rehire period, this three year requirement will not apply.
2. Disability retirement, which requires at least five years of credited service in the State and/or public school retirement systems, except that, if an employe had previously qualified based on an approved disability retirement, then returns and retires under a normal or early retirement, he or she must retire at or after superannuation age with 15 years of credited service in the State and/or public school retirement systems and at least three years of credited service from the most recent date of reemployment, or 25 years of credited service in the State and/or Public School retirement systems with at least three years of credited service from the most recent date of reemployment or

3. Other retirement with at least 25 years of credited service in the State and/or Public School retirement systems, except that an employee who leaves State employment, is subsequently rehired and retires must have at least 25 years of credited service in the State and/or Public School retirement systems with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the Retired Employees Health Program prior to the most recent rehire period, this three year requirement will not apply.

**Section 8.** When an employee dies as a result of a work-related accident, the Fund shall continue to provide hospital, medical/surgical and major medical health coverage, HMO, PPO or other health benefits delivery system to the spouse and eligible dependents of the employee until the spouse remarries or becomes eligible for coverage under another employer's health plan. Annual certification of non-coverage will be required.

The hospital, medical/surgical and major medical health plan, HMO, PPO or other health benefits delivery system will be converted to the Retired Employees Health Plan at the time when the employee would have reached age 60.

## **ARTICLE 26 WORK-RELATED INJURIES**

**Section 1.** An employee who sustains a work-related injury, during the period of this Agreement, as the result

of which the employee is disabled, if so determined by a decision issued under the operation of the Workers' Compensation Insurance program, shall be entitled to work-related disability leave. Work-related disability leave is a leave of absence for which the employee will be paid full pay reduced by an amount that yields a net pay, including Workers' Compensation and Social Security Disability Benefits, that is equal to the employee's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding and Social Security and retirement contributions. Work-related disability leave shall be payable for an aggregate of 12 months or for the duration of the disability, whichever is the lesser. In no case, however, will the aggregate of 12 months extend beyond three years from the date the injury occurred.

Effective with injuries occurring on or after July 1, 1994, work related disability leave for temporary employees shall be payable for an aggregate of up to 12 months, for the duration of the disability or for the scheduled duration of the temporary employment, whichever is the least. In no case, however, will the aggregate of 12 months extend beyond three years from the date the injury occurred.

**Section 2.** There shall be no reduction in credited service under the State Employees' Retirement Code during the period of time that the employee is on work-related disability leave.

**Section 3.** An employee who qualifies for work-related disability leave shall not be entitled to use sick, annual or personal leave during the period of eligibility. An employee who sustains a work-related injury during the period of this Agreement shall earn sick leave and annual leave on 34% of the work-related disability leave hours

used subject to the provisions of Article 13, Section 11 and Article 14, Section 8. Personal leave shall not be earned during work-related disability leave.

**Section 4.** At the expiration of the period of eligibility, if an employee continues to receive Workers' Compensation, the employee may elect to continue the amount of pay provided in Section 1 by using accumulated sick leave. One full day of sick leave (7.5 or 8 hours as appropriate) will be charged for each day that the amount of pay provided in Section 1 continues. Employees will not be permitted to use partial sick days. Except as provided herein, sick leave or other paid leave may not be used when Workers' Compensation is payable.

An employee who does not elect to use accumulated sick leave at the expiration of the period of eligibility as provided above, will be placed on leave without pay in accordance with Section 7 below and will not be entitled to receive state-paid benefits. The employee election to use or not use sick leave under this Section cannot be changed more than once.

**Section 5.** An employee is required to refund to the Employer the amount of overpayment of pay if an overpayment results because a claim denial is issued under the operation of the Workers' Compensation Insurance program. In no case shall an employee be entitled to full pay and Workers' Compensation and/or Social Security for the period of eligibility. The Employer shall recover any amount in excess of the employee's work-related disability leave amount. Failure to apply for or report Social Security or other applicable disability benefits to the Employer will result in the termination of work-related disability leave.

**Section 6.** State paid coverage for life insurance and for hospital and medical insurance under the hospital, medical, surgical and major medical health coverage Plan as provided in Articles 24 and 25, will continue for the period of time that the employee is on work-related disability leave under Section 1 and using sick leave after the expiration of the period of eligibility in accordance with Section 4.

**Section 7.** An employee has the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Article 29, Seniority. This guarantee expires if the disability ceases prior to the expiration of the three year period and the employee does not return to work immediately or if the employee retires or otherwise terminates employment. During the period of time between the end of the work-related disability leave and the end of the guarantee in this Section, the employee will be on leave without pay unless the employee is using sick leave in accordance with Section 4 of this Article.

During the three-year period, employees who are not fully capable of performing the duties of their position shall have, upon request, a right to return to an available position in a lower classification, within the same geographical/organizational limitation as the seniority unit, to which there are no seniority claims and which the agency intends to fill, provided the employee meets the minimum requirements and qualifications essential to the work of the classification and the employee is fully capable of performing the duties of the position. If an employee returns to a position in a lower classification, the employee will be demoted in accordance with the Commonwealth's Per-

sonnel Rules, but shall maintain the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred, provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Article 29, Seniority.

Disabled employees receiving Workers' Compensation will be notified 90 days prior to the expiration of the three year period. The notification will include information concerning the employee's right to apply for disability retirement, if eligible. If the employee does not receive 90 days notice, the employee's right to return will not be extended. However, the LWOP will be extended for 90 days from the date of notification to enable the employee if eligible to apply for disability retirement.

Effective for injuries occurring on or after July 1, 1994, the right of return for temporary employees shall be limited to the scheduled duration of the temporary employment.

**Section 8.** The compensation for disability retirement arising out of work-related injuries shall be 70% of the final average salary less Workers' Compensation and Federal Social Security benefits.

**Section 9.** An employee who sustains a work-related injury, during the period of this Agreement, if so determined by a decision issued under the operation of the Workers' Compensation Insurance program, may be absent from work with pay without use of sick, annual, or personal leave for the purpose of continued medical treatment of the work-related injury. Employees will be eligible to use this Medical Leave for an aggregate of 12 months provided that the aggregate of WRDL utilized under Section 1 and of Medical Leave utilized under this Section will not exceed 12 months and provided that in no case will

Medical Leave be applicable beyond three years from the date the injury occurred. Each absence shall not exceed one work shift or the minimum amount of time necessary to obtain the medical treatment, whichever is less, and must be substantiated by a doctor's certificate verifying that the medical services were necessary and related to the work injury. Employees shall make reasonable efforts to schedule medical appointments during non-work hours. Verification of the length of the medical appointment may be required. This section is not applicable to any absence for which Workers' Compensation is payable. An employee will earn leave at the same rate outlined in Section 3 of this Article for all absences due to approved Medical Leave under this Section.

**Section 10.** Section 4, 6, and 8 of this Article shall not apply to temporary employees who are injured on and after July 1, 1994.

**Section 11.** The Commonwealth agrees to the use of modified duty where the employee is able to work as certified by the employee's physician in a limited capacity and the prognosis for the injury indicates that the employee will be able to resume all of the duties of the employee's classification in a reasonable period of time.

Under the modified duty concept, the employee will be retained without loss of pay or status. Consistent with current Commonwealth practice, the Employer may assign the employee duties outside their classification and bargaining unit, outside their previously assigned shift and/or outside their overtime equalization unit. If the employee is unable to resume all of the duties of the employee's classification within a reasonable period of time, the Employer may demote the employee to the appropriate classification, taking into account the duties and respon-

sibilities the employee is capable of performing and subject to the protections afforded by Federal and State Statutes.

**Section 12.** Sections 1 through 10 of this Article shall not be applicable to employees whose injuries are within the scope of either Act 193 of 1935, P.L. 477, as amended, or Act 632 of 1959, P.L. 1718, as amended.

## **ARTICLE 27 CLASSIFICATION**

**Section 1.** The position classification plan, as established and maintained by the Employer, consists of a schedule of classification titles with classification specifications for each classification which define and describe representative duties and responsibilities and set forth the minimum requirements and qualifications essential to the work of the classification. Only in those instances where there is a substantial change in permanent job duties or job content during the term of this Agreement which justifies a change in job classification, the employees may process an appeal for a reallocation of their position through the grievance procedure as set forth in this Agreement, except that Step 5, Arbitration, shall be replaced by Section 2 of this Article.

When the employee submits a grievance in Step 1, the employee shall attach to the grievance a description of the job. Employer determinations prior to Step 4 can be reversed by the Office of Administration.

If a determination is made by the Employer in the course of an employee appeal that a position should be upgraded, the employee shall be promoted retroactively to the date the grievance was filed in writing.

If a final determination is made by the Employer in the course of an employee appeal or an Employer-initiated classification review that a position should be downgraded, the employee shall be demoted to the proper classification and pay group at the nearest level (step) not greater than the employee's current salary. If the employee's salary is greater than the maximum level (step) of the lower pay group, there shall be no reduction in salary. The effective date of the classification change shall be the first day of the first pay period subsequent to the response.

If a final determination is made by the Employer in the course of an employee appeal or an Employer-initiated classification review that a position should be reclassified to another class in the same pay range, the effective date of the classification change shall be the first day of the first pay period subsequent to the response.

**Section 2.** The Union, in response to an unfavorable decision at Step 4 may submit classification appeals to an arbitration panel. The panel shall consist of three members; one member appointed by the Employer, one member appointed by the Union, and a third member selected by the parties jointly from a list of five names to be mutually agreed upon by the Employer and the Union. The third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Commonwealth and must be knowledgeable in the field of position classification.

The panel shall neither add to, subtract from nor modify the provisions of this Article nor recommend any alterations or revisions to the Commonwealth's classification and compensation plans. The panel shall be confined to deciding the proper classification in the then existing classification plan for the position in dispute.

The findings of the panel shall be submitted to the par-

ties within 30 days after the hearing or receipt of transcript when taken. The determination of the panel shall be final and binding in those cases where an employee's position is downgraded as a result of an employee appeal or an Employer-initiated classification review. In all other cases the decision of the panel shall be advisory only as to the Employer.

The panel shall meet monthly if necessary for the purpose of hearing appeals under this section.

**Section 3.** The Union recognizes the right of the Employer to direct its working force, which includes the assignment of work to individual employees and it further recognizes that such assignments may include work outside an employee's classification.

However, it is understood that assignments outside of classification shall be made in a manner consistent with the Employer's operations and organizational requirements.

Whenever an employee temporarily is charged to perform in general the duties and responsibilities of a position in a higher rated classification that are separate and distinct from those of the employee's own position for a period of any five full cumulative days in a calendar quarter, the employee shall be compensated, retroactive to the time the assignment took place, at an amount equal to four and one-half percent of the employee's current rate of pay, or at the starting rate of the pay range for the higher class, whichever is greater. Effective January 1, 1994, the employee shall be compensated at an amount equal to two steps above the employee's current rate of pay or at the starting rate of the pay range for the higher classification, whichever is greater. Employees who are charged to perform higher class work for a full day and who take leave for a portion of that day will be compensated, in increments of 1/4 hour, for the partial day worked in the

higher class after the five full day threshold has been met. An employee while temporarily working and being paid in a higher class will also be paid at the higher rate for a holiday provided the employee is charged to perform the higher level duties on the employee's scheduled workday immediately before and immediately after such holiday and is paid at the higher rate on those days. The holiday shall not count toward the requirement for five full cumulative days in a quarter. Payment shall be made no later than one calendar month following the end of each quarter. Effective with the first calendar quarter in 1994, once the requirement for the five full cumulative day threshold has been met, payment will be included in the bi-weekly paycheck. If the position is filled permanently by other than the employee temporarily filling the position, the employee temporarily assigned shall be returned to their previous position and compensation, but shall receive any increments and service credits for such increments to which they would have been entitled had they remained in their normal assignment. An employee or employees shall not be temporarily assigned to perform in general the duties and responsibilities of a position in a higher rated classification for more than nine continuous months or the length of the leave of absence of the employee being replaced, whichever is greater.

In addition, if the Employer assigns an employee on a temporary basis to a lower classification or if an employee temporarily performs some duties and functions assigned to a lower classification, the employee so assigned shall receive the compensation of the higher level to which the employee is regularly assigned. The Employer, however, at any individual work site shall make such assignments on a non-discriminatory basis so as to equalize the same among the employees within the classification from which assignments are made, so long as such equalization does

not interfere with efficient operating procedures.

Grievances arising from Sections 3 and 4 of this Article shall be submitted in writing and the employee shall attempt to include the dates on which the alleged out of class work occurred and a description of the alleged higher level work performed. The failure of the employee to provide the required information will not affect the validity of the grievance. Grievances pertaining to this section may be processed through an arbitration panel consisting of one Union staff member, one staff member of the Employer, and one permanent arbitrator jointly selected by the parties who is knowledgeable in the field of position classification. The decision of the arbitration panel shall be final and binding.

**Section 4.** If an employee works out of class in a position in a higher rated classification within the seniority unit for 113 or more full days in a year, the Employer will post a vacancy in that classification in that seniority unit which shall be filled in accordance with Article 29.

The Employer will not rotate the higher level assignment of employees or equipment for the purpose of circumventing the 113 day rule.

This section shall not apply where an employee is assigned to perform the duties of a position in a higher rated classification to replace another employee on an approved leave of absence.

**Section 5.** Under Sections 2, 3 and 4 above, all fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties of this Agreement request a postponement of a previously scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the

appeal in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

**Section 6.** The Employer and the Union agree to create a Job Evaluation Committee. The Committee will perform the following functions:

- a. Compress the existing Classification Plan consistent with pay equity principles;
- b. Review the creation of new classifications; and
- c. Review modifications to the compressed plan.

Any dispute over job specification content or pay group will be submitted to an Arbitration Panel within 45 days of the submission of the issue to the Job Evaluation Committee. The Arbitration Panel shall be composed of three members; one appointed by the Union, one appointed by the Employer and the third to be mutually agreed upon or selected from a list of arbitrators supplied by the Pennsylvania Bureau of Mediation. The decision of the Panel shall be advisory to the parties to this Agreement.

## **ARTICLE 28 DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE**

**Section 1.** The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. An employee may appeal a demotion, suspension, or discharge beginning at the third

step of the grievance procedure, within 15 working days of the date of its occurrence. The appropriate district council and local of the Union shall be notified promptly by the Employer of any suspension, discharge or demotion provided, however, the requirement to notify the district council and local of the Union will not be applicable if the Union has not informed, in writing the agency or institution of the applicable district council and local for the employee involved. The failure of the Employer to comply with the preceding notification requirements will not affect the validity of the action, but will suspend the time period set forth above until the notification is sent.

**Section 2.** Any action instituted under Section 1 of this Article shall be implemented within a reasonable period of time after the event giving rise to such disciplinary action or knowledge thereof.

**Section 3.** In the event any action is taken by the Employer under the provisions of this Article which involves patient abuse and a grievance is filed by an employee, the arbitrator shall not consider the failure of the patient to appear as prejudicial.

**Section 4.** The Employer will attempt to discipline employees in such a manner so as not to embarrass the employee before the public or other employees. It must be kept in mind, however, that where insubordination or flouting of authority by an employee in public and in the presence of other employees takes place, the Employer shall not be restricted by the operation of this section.

**Section 5.** The provisions of Section 1 shall not apply during the initial six months of probationary employment. The probationary period can be extended by written agree-

ment between the Employer and the appropriate local or district council of the Union for an additional period, during which time Section 1 shall not apply. Periods of leave without pay and work-related disability leave shall not count toward the initial six months or any extension period.

**Section 6.** This Article shall not apply to demotions resulting from an employee appeal, an Employer-initiated classification review or unsuccessful completion of a probationary period upon promotion.

**Section 7.** The Employer and the Union agree to phase in during the term of this Agreement the alternative forms of discipline in lieu of suspension actions program currently in use in the Department of Public Welfare and the Department of Labor and Industry in all agencies.

**Section 8.** An employee who is the subject of an Inspector General investigation will be notified when the investigation is concluded. The employee who is not being subject to disciplinary action will be notified at the conclusion of the investigation that the allegations were either "unfounded" or "unsubstantiated". An employee shall be deemed a subject of an investigation when the employee has been accorded a "subject interview".

**Section 9.** The Commonwealth agrees to meet and discuss at the request of the Union over the SEAP Program. It is understood that the Union has not waived its right to negotiate over Conditions of Continued Employment for individual employees.



## ARTICLE 29 SENIORITY

**Section 1.** Under the terms of this Agreement, the term "seniority" means a preferred position for specific purposes which one employee within a seniority unit may have over another employee within the seniority unit because of a greater length of service within the state government or a particular organizational or occupational segment thereof.

a. Classification seniority standing for the purpose of promotion shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in the employee's current classification.

An employee whose position has been downgraded will have service in the higher classification counted toward classification seniority in the lower classification.

b. Master Agreement seniority standing for the purpose of promotion, furlough and shift preference shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in rank and file classifications subsequent to July 1, 1973 in all bargaining units included in this Agreement. For employees who occupied a rank and file classification covered by this Agreement on July 1, 1973, all unbroken service with the Employer prior to July 1, 1973 will be counted toward Master Agreement seniority, except for leaves of absence without pay for four weeks or more. Employees who did not occupy rank and file classifications on July 1, 1973 but did so prior to that date will have such service in rank and file classifications counted toward Master Agreement seniority, if there has been no break in service, except for leaves of absence without pay of four weeks or more.

c. Employees who served in the Armed Forces of the United States during periods of time listed below shall

be responsible for providing proof of military service to their personnel officer within 60 days of their first day of work in order to receive seniority credit in accordance with the Veteran's Preference Act 51 Pa. C.S. 7101 et. seq. Failure to provide the required proof of service during the time period shall bar the employee or union from claiming credit for such service at a later date.

Applicable periods are as follows:

1. World War I-April 6, 1917-November 11, 1918
2. World War II-December 7, 1941-September 2, 1945
3. Korea-June 25, 1950-July 27, 1953
4. Vietnam-August 5, 1964-January 28, 1973

d. Seniority credit for each employee is maintained as a total number of days. Employees will accrue seniority in accordance with the following procedure: The number of regular hours paid each biweekly pay period plus the number of hours of military leave without pay; leave without pay for union business in accordance with Article 17, Section 3; leave without pay for work-related injuries in accordance with Article 26, Section 7; sick leave without pay in accordance with Article 17, Sections 5 and 6; parental leave without pay in accordance with Article 18, Section 2 and Family Care Leave Without Pay in accordance with Article 41 will be accumulated. This total number of hours will be divided by 7.5 or 8 as applicable and rounded up to the next higher day. The result will be added to the employee's accumulated total.

**Section 2.** The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five consecutive working days, failure to report within 10 consecutive working days of recall, expiration of recall period, failure to report after leave and acceptance of other permanent employment while on leave. This shall not restrict the Employer's right to take

whatever personnel action it deems warranted for any of the above. If service is broken by any of the above, the employee shall lose Master Agreement and Classification seniority. If an employee is returned within one year after such break in service, the employee shall be entitled to credit for seniority purposes the time accrued up to the time break in service occurred, but shall not be entitled to any credit for the time represented by such break in service.

Employees who are furloughed and who file applications for retirement benefits which are subsequently approved, will be considered to have a break in service as of the date of the approval of benefits by the State Employees' Retirement Board.

A furloughed employee who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit all recall rights as of the date of the approval of benefits by the State Employees' Retirement Board.

**Section 3.** Seniority lists shall be prepared for each seniority group and revised where necessary every six months. Appropriate service information shall be shown thereon to permit application of various seniority provisions. Such lists shall be posted on the appropriate bulletin boards. Seniority lists shall be provided to the local Union President upon request not more than once every six months. Grievances alleging a violation of this Section may be appealed directly to the fourth step of the grievance procedure or directly to the State Committee, where applicable. In the State System of Higher Education grievances alleging a violation of this Section may be appealed directly to the third step of their grievance procedure or directly to the State Committee, where applicable.

**Section 4.** The Employer agrees that all vacancies which are to be filled within the seniority unit will be posted

at appropriate work locations prior to the filling of such vacancies for a period of at least 15 calendar days unless an emergency requires a lesser period of time. The Employer also agrees to post entrance level vacancies within the seniority unit at appropriate work locations prior to the filling of such vacancies for a period of at least five calendar days unless an emergency requires a lesser period of time. Such postings shall include the position number (Bureau Code, Class Code and serial number).

**Section 5.** Whenever the Employer deems it necessary to fill a non-civil service vacancy, vacancies shall be filled in the following manner:

a. Employees in the classification immediately below the vacancy within the seniority unit wishing to bid for such vacancy shall submit to the Employer their name on a bidding form available from an agency office specified on the posting. Employees must submit a bid within the time period specified on the posting.

b. Where it is determined that skill and ability are relatively equal among the bidding employees in the classification immediately below the vacancy within the seniority unit, the vacancy shall be filled by promoting the employee with the greatest Master Agreement seniority except in the following instances:

1. Where it is necessary to comply with the provisions of applicable law and rules relating to the Commonwealth's Affirmative Action Program.
2. Where the job involved requires highly specialized skill, training and expertise and there are no employees in the classification immediately below the vacancy who possess such qualifications.

3. Whenever a position is reclassified upward to correct an improper classification or to reflect an accretion of duties or reorganization of duties, then the incumbent shall be awarded the higher position.

- c. If an employee is promoted in accordance with this section and was temporarily assigned, at the time the position was posted or thereafter, to work in that position, the employee will be promoted retroactive to the ending date of the posting.

**Section 6.** Whenever the Employer deems it necessary to fill a civil service vacancy, vacancies shall be filled in the following manner:

- a. Employees in the classification immediately below the vacancy within the seniority unit wishing to bid for such a vacancy shall submit their name to the Employer on a bidding form available from an agency office specified on the posting. Employees must submit a bid within the time period specified on the posting.

- b. When a vacancy is filled without examination and where it is determined that skill and ability are relatively equal among the bidding employees in the classification immediately below the vacancy within the seniority unit, the vacancy shall be filled by promoting the employee with the greatest Master Agreement seniority subject to the exceptions noted in paragraphs 1, 2 and 3 of Section 5 b of this Article.

- c. When a vacancy is filled by examination within a seniority unit, the bidding employee with the greatest Master Agreement seniority in the classification immediately below the vacancy who is within five points of the seniority unit employee with the highest score shall be promoted unless a person outside the seniority unit receives a grade placing the person 10 points or more

higher than the seniority unit employee with the highest score in which instance the person from outside the seniority unit may be appointed. An example of a five-point range would be 85-90, inclusive. An example of a 10-point range would be 80-90, inclusive. This Section is subject to the exceptions as set forth for non-civil service employees in paragraphs 1, 2 and 3 of Section 5 b of this Article. For the purpose of this Section, persons outside the seniority unit whose names appear on the civil service list are not required to submit a bid in order to be considered for the vacancy.

- d. If an employee is promoted in accordance with this section and was temporarily assigned, at the time the position was posted or thereafter, to work in that position, the employee will be promoted retroactive to the ending date of the posting.

**Section 7.** When the Employer determines that a furlough is necessary within a seniority unit, employees will be furloughed in the inverse order of Master Agreement seniority. Employees affected by furlough who have the requisite seniority and skill and ability shall bump laterally or down in the following manner:

- a. If an employee is affected by furlough the employee shall bump down into the next lower classification within the classification series within the same geographical and organizational limitation as the seniority unit, provided the employee has more Master Agreement seniority than the employee with the least Master Agreement seniority in that classification and has the requisite skill and ability. If such a bump is not available, the employee shall bump into any other lower classification in the same classification series using the same procedure.

- b. If the affected employee is unable under Section a above to bump into a lower classification the employee

shall bump laterally or down into any other classification previously held within the bargaining unit but within the same geographical and organizational limitation as the seniority unit, using the seniority procedure specified in a above. If such a bump is not available, the employee shall bump into any other lower classification in the classification series of the position previously held using the same procedure.

c. If the affected employee is unable under Sections a and b above to bump into a position, the employee shall bump laterally or down into any classification previously held within any bargaining unit included in this Agreement but within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring using the seniority procedure specified in a above. If such a bump is still not available, the employee shall bump into any other lower classification of the classification series of the position previously held using the same procedure.

d. If the affected employee is unable to bump into any position as provided in Sections a, b, and c above, the employee shall be furloughed, subject to the provisions of Section 12 of this Article.

e. If an employee refuses to exercise rights under this section, the employee shall forfeit all further bumping rights under this section, recall rights under Section 9 of this Article to positions in all classifications except the one from which the employee was furloughed and placement rights under Section 12 of this Article.

f. Where the need for furlough can be reasonably anticipated, the Employer will notify the Union one month in advance of any impending furlough.

**Section 8.** Before any furlough is implemented in a classification in the classified service in a seniority unit,

all emergency employees will be separated before any temporary employees; temporary employees will be separated before any provisional employees; and all provisional employees will be separated before any probationary employees or any regular status members of the classified service are furloughed.

Before any furlough is implemented in a non-civil service classification, all temporary employees will be separated before any permanent employees are furloughed.

**Section 9.** The Employer shall establish a recall list by classification series using the same geographical and organizational limitation as the seniority unit in which the furlough occurred for those employees furloughed under Section 7 of this Article in the inverse order of seniority.

a. Employees on such recall lists shall have rights to a position in a classification within the seniority unit from which they were furloughed or to any lower-level classification in the same classification series in the same geographical and organizational limitation as the seniority unit in which the furlough occurred provided they have the requisite seniority and skill and ability.

b. Such recall lists will remain in effect for a furloughed employee for a period of three years after the effective date of the furlough.

c. In the event an employee on a recall list refuses an offer of employment in a lower classification for which the employee has seniority rights, the employee shall forfeit recall rights to such a classification; if the employee refuses an offer of employment in the classification from which the employee was initially furloughed, the employee shall forfeit all recall rights.

d. During the period that employees are on a recall list, they shall keep the Employer informed of any changes in address. The Employer shall not be held liable if an

employee is not offered recall because of failure to notify the Employer of a change of address. An employee who is not offered recall because of failure to notify the Employer of a change of address and who subsequently informs the Employer of the current address shall be returned to the recall list and shall be offered the next opportunity for recall, provided the employee's three year recall period has not expired.

e. During the recall period employees may be offered recall to either temporary or part-time positions. If an employee refuses an offer of either temporary or part-time recall, the employee forfeits all further recall rights to the type of employment refused. The employee would retain recall rights to permanent, full-time employment for which the employee is eligible.

f. The recall period of a furloughed employee who, during the recall period, returns to the furloughing agency's payroll in a temporary capacity shall be extended by the amount of time the employee serves in the temporary capacity.

g. A furloughed employee who, during a recall period, returns to the Employer's payroll in a temporary capacity shall upon recall from the furlough to permanent employment, be credited with seniority for the amount of time spent in the temporary capacity.

h. A furloughed employee who, during a recall period, returns to the Employer's payroll in a temporary capacity shall be eligible for all benefits enjoyed by permanent employees, provided other applicable eligibility requirements are met.

i. The Employer will provide the Union with a copy of all recall lists.

j. A furloughed employee who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit all recall rights under this section as

of the date of the approval of benefits by the State Employees' Retirement Board.

**Section 10.** An employee desiring to transfer to another position in the same, equivalent or lower level classification shall submit a written request to the personnel office for the employee's seniority unit stating the reasons for the requested transfer. Prior to filling a vacancy, all written requests received for the position from employees within the same geographical/organizational limitation as the seniority unit will be considered. If the Employer in its sole discretion agrees to such transfer, the employee shall be entitled to maintain appropriate seniority rights. Nothing in this Section shall supersede the seniority rights of employees under this Article.

**Section 11.** In making shift assignments to shift openings preference shall be granted on a seniority basis unless the Employer feels it is necessary to assign otherwise in order to protect the efficiency of operation. Seniority status in this regard shall be Master Agreement seniority. If Master Agreement seniority is equal, the assignment will be made by lot.

**Section 12.** If an employee is unable to execute a bump as provided by Article 29, Section 7, and is placed on a furlough list, the Commonwealth will attempt to place the employee in a budgeted, available, uncommitted vacancy in a classification covered by the Master Agreement to which there are no seniority claims in the following manner:

a. Placement will be made to positions in classifications covered by the Master Agreement to which an employee has bumping rights in any agency under the jurisdiction of the Governor provided the employee possesses the requisite skill and ability. In addition, place-

ment will be made to entrance level vacancies in any classification covered by the Master Agreement in the same or lower pay range in the agency from which the employee was furloughed, provided the employee meets the minimum requirements and qualifications essential to the work of the vacancy.

If an employee is unable to be placed under paragraph one of this subsection, placement will be made to entrance level vacancies in a classification in the same or lower pay range in the same bargaining unit from which the employee was furloughed in any agency under the jurisdiction of the Governor, provided the employee meets the minimum requirements and qualifications essential to the work of the vacancy.

b. Employees placed in entrance level vacancies which are not in the classification or classification series which an employee previously held will serve a six month probationary period during which time the provisions of Article 28, Section 1 shall not apply. Employees who are terminated for failure to successfully complete the probationary period shall retain recall rights under Section 9 of this Article.

c. Geographic limitations for the application of this Section will be designated by the employee by completing a placement questionnaire. The employee may choose up to ten counties in which the employee would be available for employment or a statewide availability.

d. Placement will be made in order of Master Agreement seniority; however, employees with an earlier furlough date will be placed in vacancies before employees with a later furlough date.

e. Civil service employees will have placement rights to both civil service and non-civil service vacancies consistent with the requirements outlined in paragraph one of this Section.

Non-civil service employees will have placement rights only to non-civil service vacancies, except that if an appropriate vacancy in a non-civil service position is not available and the employee previously was a member of the classified service in a classification to which the employee would have rights under this Section, placement in that civil service classification will be attempted consistent with the requirements outlined in paragraph one of this Section and in accordance with the Civil Service Act and Rules.

f. Employees will be offered placement in one vacant position. If an employee declines the offer of placement, the employee's rights under this Section cease. The furloughed employee shall retain recall rights as outlined in Article 29, Section 9.

g. If an employee accepts an offer of placement under this Section, any other placement rights to which an employee may be entitled under this Section cease.

h. In addition, employees shall complete an "Availability for Temporary Employment" questionnaire. If an employee indicates a desire not to be offered placement to temporary positions no such offers will be made and placement rights to permanent positions will not be affected. However, if an employee indicates a desire to be offered a temporary position and refuses such an offer, the employee shall forfeit all placement rights.

i. Employees placed in vacancies in the same classification from which furloughed or in vacancies in other classifications at the same pay range of the classification from which furloughed will lose recall rights outlined by Article 29, Section 9. Those employees placed in a classification in a lower pay range will retain their recall rights under Article 29, Section 9.

j. The provisions of this Section will be implemented at the time the employee's completed placement question-

naires are received by the central personnel office of the appropriate agency and will continue for six months after the employee has been furloughed. When the six month period has expired, an employee's rights under this Section cease. However, the employee will retain recall rights under Article 29, Section 9, except as provided in Subsection h. The provisions of this section will not be implemented on behalf of employees who do not return completed placement questionnaires.

k. The provisions of this section will apply to furloughs implemented on or after June 30, 1983.

l. A furloughed employee who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit any placement rights under this Section as of the date of the approval of benefits by the State Employees' Retirement Board.

The provisions of this section will also be applied within each of the independent agencies.

**Section 13.** The probationary period for promotions shall be six months in length and the provisions of Article 28, Section 1 shall not be applicable if an employee is demoted within that time for failure to successfully complete the probationary period. In such case, employees shall have the right to return to their former classification during this period. Periods of leave without pay and work-related disability leave shall not count toward the probationary period.

If an employee works out of class and is subsequently promoted to the same classification in the same seniority unit, the employee shall have the time worked out of class in the preceding six months credited toward the probationary period.

**Section 14.** For the purpose of furlough, the number of union stewards and chair officers of the Union locals

agreed to by the parties on November 19, 1975 shall have superseniority. The Union shall provide the Employer, on a quarterly basis, a list of all employees who have been granted superseniority in accordance with the provisions of this Section. The list shall contain the employee's name, union title, agency of employment, bargaining unit, work location and local union number.

Master Agreement seniority will be used to break ties among employees who have been granted superseniority. If Master Agreement seniority is equal, the employees will draw lots.

**Section 15.** Seniority unit means that group of employees in a classification within an affected institutional, bureau, agency or department operational structure in a given geographic work area as listed in Appendix G.

A seniority unit (furlough or promotion) listed in Appendix G may be renegotiated at the request of either party. If agreement is not reached, either party may submit a request for arbitration.

**Section 16.** Grievances relating to the interpretation, application and implementation of Sections 5, 6, 7, 8, 9, 12, 15, 19 and 20 of this Article shall be filed at the third step. Arbitration of grievances relating to these sections shall be conducted by a panel of three Members—one to be appointed by the Office of Administration, one to be appointed by the Union and the third to be selected by the Employer from a list of five names to be mutually agreed upon by the Employer and the Union. Such third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Commonwealth of Pennsylvania.

The decision of the panel, hereinbefore described, shall be final and binding on the parties of this Agreement. The

panel shall meet monthly for the purpose of adjusting grievances under this Section.

**Section 17.** When in the exercise of seniority rights provided hereunder, two or more employees are deemed relatively equal in skill and ability and have the same seniority, preferential rights shall be determined by lot.

**Section 18.** The provisions of this Article relating to promotions and filling of vacancies shall not be applicable to entrance level classifications.

**Section 19.** In the event of a furlough affecting employees who are now in First-Level Supervisory Units represented by AFSCME, such employees shall first bump laterally or downward into the classification occupied immediately prior to leaving a bargaining unit included in this Agreement, or if such a bump is not available, then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring and provided that the employee has more Master Agreement seniority than the employee with the least amount of Master Agreement seniority in that classification and has the requisite skill and ability, and provided that the employee has not had a break in service as defined in Section 2 since leaving the bargaining unit. If a position cannot be obtained in this manner, the same procedure will be repeated for any position previously held within any bargaining unit included in this Agreement or if such a bump is not available then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring. Master Agreement and Classifica-

tion seniority previously earned shall accrue to the employee upon return to the bargaining unit. Seniority earned by the employee while outside of bargaining units included in this Agreement shall not accrue to the employee upon movement back to the bargaining unit.

Employees who formerly occupied classifications within bargaining units included in this Agreement, and who are not now in bargaining/supervisory units represented by AFSCME and who are affected by furlough may not bump into classifications previously held in bargaining units included in this Agreement.

However, employees who formerly occupied classifications within bargaining units included in this Agreement who elected the voluntary demotion/transfer option contained in the 1991-1993 Master Agreement may exercise that option, if available, during the term of this Agreement.

**Section 20.** Effective July 1, 1994, permanent part-time employees will have the right to use their seniority to bid and be selected for permanent full-time vacancies that occur in the same classification within the seniority unit. The criteria of Sections 5 and 6 of this Article will be applicable.

Temporary employees who have been employed in both calendar years 1992 and 1993 and who were not terminated for unsatisfactory performance will be placed in temporary vacancies in the seniority unit and in the last classification held which occur on or after the effective date of this Agreement.

Effective July 1, 1994, temporary employees will have the right to bid and be selected for permanent vacancies that occur in the same or lower level classification within the class series within the seniority unit. The seniority criteria of Sections 5 and 6 of this Article will be applicable.



## **ARTICLE 30 FURLOUGH PERIODS**

**Section 1.** The Employer acknowledges that its agencies should generally refrain from entering into new subcontracting agreements for services in an institution, district or local area during periods of time when the agency's permanent full-time employees in that institution, district or local area who normally perform that type of work are on furlough and eligible for recall. Unless precluded by an urgent need for the services, an agency will notify the Union prior to any variance from this policy and meet with the Union, upon request, to discuss the reason for the proposed subcontract and recommendations by the Union for alternative methods of providing such services.

**Section 2.** When permanent full-time employees who normally perform a certain type of work within a seniority unit are on furlough, the Employer will not schedule other employees within the seniority unit to perform the same type of work on an overtime basis where such furloughed employees have the skill and experience to perform such work if the overtime involves full shifts and is expected to extend on a regular basis, for a period of four or more weeks.

## **ARTICLE 31 UNIFORMS, CLOTHING AND EQUIPMENT**

**Section 1.** Where the Employer now provides devices, apparel or equipment necessary to protect employees from injury or exposure to extreme non-climatic heat or cold, the Employer shall continue to provide the level of protection in accordance with the practice now prevailing.

Where no such protection is now provided, the Employer shall provide whatever device, apparel or equipment is necessary to afford a level of protection provided by the agency for similar risks or exposure. Where special tools are required for accomplishing work assignments, the Employer shall be responsible for supplying the same. Where the tools customarily used in a trade or craft are now required to be supplied by the employee, such requirement shall continue; where such tools are presently supplied, the practice shall continue. Where uniforms are required and for so long as they may be required, the Employer agrees to furnish the uniforms so required. Uniform requirements are not to be confused with dress regulations required by the Employer.

**Section 2.** In the event a patient or inmate damages or destroys items of clothing or personal property which are worn by an employee and which are necessary for the performance of such employee's work, the Employer shall reimburse the employee for the value of such clothing or personal property. In addition, where the employee demonstrates that items of clothing which were not being worn by the employee are destroyed by a patient or inmate, the Employer shall reimburse the employee for the value of such clothing. The condition of the clothing or personal property immediately prior to such damage shall be taken into account in determining its value. The incident giving rise to such claims must be verified and not be due to the employee's own negligence. The Employer shall take prompt and timely action in the disposition of employee claims for damaged personal effects.

**Section 3.** The Employer shall, at its option, either replace or reimburse an employee for the value of the tools or toolbox stolen after forcible entry into a State-owned

or leased facility, provided all of the following conditions exist:

a. The tools and toolbox must be required to perform the duties assigned to the employee and the employee is obligated to supply the necessary tools.

b. The facility and location in the facility must be the place that is designated in writing by the Employer as the appropriate place to store tools when not in use.

c. If tools are stolen from a toolbox, the toolbox must have been locked if the box contained a locking device or a lock could be applied to seal the contents.

d. The employee must submit a written list of tools to the Employer and written modifications to the list whenever tools are removed, broken or new tools added. When new tools are added, the employee shall state the price on the modification.

The Employer has the right to verify the accuracy of the list and modifications made thereto provided, however, the involved employee is present while such verification is being made.

## **ARTICLE 32 DISCRIMINATION/EMPLOYEE TREATMENT**

**Section 1.** Both the Employer and the Union agree not to discriminate against any employee on the basis of race, creed, color, ancestry, sex, marital status, age, national origin, disability, union membership, or political affiliation.

**Section 2.** The Employer does not condone sexual harassment of any employee and encourages employees who, after appropriate consideration of all relevant facts, believe that he/she is the object of such conduct, to report such allegations as soon as possible. The burden of substan-

tiating such an allegation rests with the charging party. Because of the seriousness of such allegations which could result in discipline or discharge of the person charged, it is understood that false, frivolous and/or reoccurring unsubstantiated allegations may result in disciplinary actions against the charging party.

Substantiated instances of such harassment will be remedied by the Employer. An arbitrator may decide only whether or not the charging party has substantiated that sexual harassment has occurred, but what constitutes the appropriate remedy will be determined by the Employer in its sole discretion.

**Section 3.** An employee who has filed a sexual harassment complaint will be notified when the investigation has been concluded. The employee will be informed of the results of the investigation.

**Section 4.** Employees shall be treated in a respectful manner which does not embarrass them or demean their dignity. Incidents which are at variance with this principle may be appealed through the Grievance Procedure, provided that the decision at the fourth step shall be final and binding.

## **ARTICLE 33 UNION BUSINESS**

**Section 1.** The Employer agrees to provide space on bulletin boards to the Union for the announcement of meetings, election of officers of the Union and any other material related to Union business. Furthermore, the Union shall not post material detrimental to the labor-management relationship nor of a political or controversial nature. The Union may send mail related to Union

business to local official Union representatives at appropriate facilities to which mail is delivered. Such mail shall not be read by other than the addressee.

**Section 2.** No Union member or representative shall solicit members, engage in organizational work, or participate in other Union activities during working hours on the Employer's premises except as provided for in the processing of grievances.

Union members or representatives may be permitted to use suitable facilities on the Employer's premises to conduct Union business during non-work hours upon obtaining permission from the Employer's personnel officer or designated representative. Any additional costs involved in such use must be paid for by the Union.

Union representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises if notification is given to the personnel officer or a designated representative. If the Union representative is an employee of the Employer, the employee shall request from the immediate supervisor reasonable time off from regular duties to process such grievances. The Employer will provide a reasonable number of employees with time off, if required, to attend negotiating meetings.

## **ARTICLE 34 SPECIAL AND PART-TIME EMPLOYEES**

**Section 1.** Present practices relating to employees who are part-time, irregularly scheduled, or specially classified shall remain in effect. Specially classified employees shall include, but not be limited to the following: Housemothers, Houseparents (except at Youth Development

Centers), Foster Grandparents, Homemakers, State Work Program Trainees, and part-time custodial personnel.

**Section 2.** Employees referred to in Section 1 shall only be entitled to those fringe benefits presently received subject to any modifications to those specific fringe benefits provided for in the Agreement. If prior fringe benefits were prorated, the modifications to those fringe benefits shall likewise be prorated. No additional fringe benefits shall accrue by virtue of this contract.

**Section 3.** The Employer shall not arbitrarily convert full-time vacancies to part-time positions or vacancies.

## **ARTICLE 35 PEACE AND STABILITY**

**Section 1.** It is understood that there shall be no strike, as that term is defined under the Public Employee Relations Act, during the life of this Agreement, nor shall any officer, representative or official of the Union authorize, assist or encourage any such strike during the life of this Agreement.

**Section 2.** Should a strike occur not authorized by the Union, the Union within 24 hours following the request of the Employer shall:

- a. Publicly disavow such action by the employees.
- b. Advise the Employer in writing that such employee action has not been authorized or sanctioned by the Union.
- c. Post notices on all bulletin boards advising employees that it disapproves of such action and instruct them to return to work immediately.

**Section 3.** The Employer reserves the right to discipline, suspend, demote, or discharge any employee or employees who violate the provisions of Section 1 of this Article.

**Section 4.** The Employer will not engage in any lockout during the life of this Agreement.

## **ARTICLE 36 MISCELLANEOUS PROVISIONS**

**Section 1.** In the event that any provisions of this Agreement are found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect. The parties, however, shall, at the request of either, negotiate on the subject matter involved in any invalid provision.

**Section 2.** The Commonwealth and the Union acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employee Relations Act and constitutes the entire agreement between the parties for the duration of the life of said Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue, or thing whether specifically covered herein or wholly omitted here from and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

**Section 3.** In the event that any provision of this Agreement requires legislative action to become effective, including but not limited to the amendment to existing statutes, the adoption of new legislation, or the granting of appropriations, it shall become effective only if such legislative action is taken. The parties, however, mutually agree to make recommendations to the Legislature which may be necessary to give force and effect to the provisions of this Agreement.

**Section 4.** Where the term meet and discuss is used in this Agreement, it will be deemed to have the meaning of that term as defined and applied under the Public Employee Relations Act.

**Section 5.** Ratings shall be completed by supervisors who are familiar with the work performance of the employee. This shall in no way affect review procedures.

**Section 6.** Employee benefits and working conditions now existing and not in conflict with the Agreement shall remain in effect subject, however, to the right of the Employer to change these benefits or working conditions in the exercise of its management rights reserved to it under Article 2 of this Agreement.

**Section 7.** Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations. The mileage allowance shall be 26 cents per mile or the General Services Administration rate, whichever is greater.

If the General Services Administration of the Federal Government increases or decreases the mileage allowance for employees under its jurisdiction, the mileage allowance for employees under this Agreement will be increased or

decreased by the same amount 30 days after the effective date of the General Services Administration change, but in no case will the amount fall below 26 cents per mile.

**Section 8.** Committees composed of representatives of the Union and the Employer are to be established at agency and appropriate local levels to resolve problems dealing with the implementation of this Agreement and to discuss other labor-management problems that may arise. The levels at which these committees are to function may be determined by agency or departmental discussions.

**Section 9.** Inter-city and inter-agency permanent transfers shall be made by agreement between the Employer and employee except as otherwise provided in unit agreements.

**Section 10.** Reasonable use of telephones for local calls on personal business by employees is permitted in accordance with existing practices where such use does not interfere with the efficiency of the operation. Long distance calls are permitted provided they are collect or are charged to credit cards or to the employee's home telephone number.

**Section 11.** There shall be an official personnel file for each employee. The contents of an employee's personnel file, excluding pre-employment information, will be available for examination by the employee within a reasonable period of time after the employee's request. Such examination shall be at the location where the personnel file is maintained and shall be conducted in the presence of the personnel officer or designee. Material shall not be removed from or added to the folder nor shall its contents be altered in any way. Employees are entitled to have a representative with them while reviewing their own file. If there is any disagreement as to the contents of the personnel file, an

employee shall have the right to submit a statement concerning any materials in the employee's file and any such statement shall then become part of the personnel file. If comments are placed in the file during an exit interview, the employee shall have the right to submit a statement concerning those comments which shall then become a part of the personnel file. After a period of two years, a written reprimand or reference to an oral reprimand shall be removed from the employee's official personnel folder if no intervening incidents of the same or a similar nature have occurred.

**Section 12.** The Employer agrees, upon request, to discuss any contemplated change in organizational structure that may affect existing job classifications. Such discussions shall be held to determine whether opportunities will be provided for lateral transfers into new or existing vacancies which may afford promotional opportunities based on seniority.

**Section 13.** During the term of this Agreement, upon the mutual agreement of the parties, joint committees may be established to study any matter dealing with labor-management problems. In addition, at the request of either party, a joint committee shall be established on the following subjects: Career Development Programs and Comparable Worth.

**Section 14.** The Employer agrees that the reasons for a new sub-contracting agreement that will directly result in the furlough of employees will not be arbitrary or capricious.

**Section 15.** In the event the Public Employee Relations Act is amended during the term of this Agreement, the parties agree to negotiate concerning the amendments to

determine whether or not this Agreement should be amended to incorporate changes permitted by the amendments to the Act. It is clearly understood that if this Agreement is reopened for negotiations for this purpose, the provisions of Article 35, Peace and Stability, will remain in full force and effect.

**Section 16.** All letters of agreement between the Bureau of Labor Relations and Council 13 shall remain in effect if applicable.

**Section 17.** A position shall not be filled by a temporary employe or employes for more than 12 consecutive months or the length of a leave of absence of the employe being replaced, whichever is greater.

**Section 18.** The Employer agrees to continue in the development of plans to expand child care facilities.

**Section 19.** In the event the State Employees' Retirement Code is amended during the term of this Agreement to authorize dues deductions for retired public employe associations, the parties agree to negotiate whether or not the Agreement should be amended to incorporate changes permitted by the amendment to the Code. It is clearly understood that if this Agreement is reopened for negotiations for this purpose, the provisions of Article 35, Peace and Stability, will remain in full force and effect.

### **ARTICLE 37 AFFIRMATIVE ACTION**

If any provision of this Agreement is in conflict with Federal Executive Orders 11246 and 11375, as amended,

the Civil Rights Act of 1964, and all laws and rules, relating to the Commonwealth's Affirmative Action program, and the Americans with Disabilities Act, the provisions of the aforementioned Orders, laws and implementing regulations shall prevail.

Disputes regarding the application and implementation of the Orders, laws and implementing regulations shall be subject to arbitration.

This provision does not constitute a waiver of rights under Act 195.

### **ARTICLE 38 GRIEVANCES AND ARBITRATION**

**Section 1.** Where an employe has the right to process a grievance through either the procedure provided herein or through the Pennsylvania Civil Service Commission and files an appeal with the Commission, either the contract grievance procedure shall cease, if the employe has submitted a contract grievance, or the employe shall not be entitled to institute proceedings under the contract grievance procedure. If the appeal to the Commission is withdrawn by the employe or not accepted by the Commission within 15 working days of the date of the occurrence of the action giving rise to the grievance, the processing of a contract grievance filed within the time limits set forth in Section 2 shall be permitted.

Where an employe has the right to process a grievance through either the procedure provided herein or through the Pennsylvania Human Relations Commission or the Equal Employment Opportunity Commission, and that employe files a complaint with either of these commissions and also initiates a grievance under the contract grievance procedure, the parties agree to suspend the pro-

cessing of the grievance, except for a grievance involving the discharge or promotion of an employee, for the period during which the commission complaint is being pursued by the employee. When the commission renders a decision, the employee or the Union, where applicable, shall have fifteen (15) working days from the date of the commission decision to notify the Employer to re-institute proceedings under the contract grievance procedure.

**Section 2.** Any grievance or dispute which may arise concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

**STEP I.** The employee, either alone or accompanied by the Union representative or the Union where entitled, shall present the grievance orally or in writing to the employee's immediate supervisor within 15 working days of the date of its occurrence, or when the employee knew or by reasonable diligence should have known of its occurrence. The supervisor shall attempt to resolve the matter and report a decision to the employee, orally or in writing, within 15 working days of its presentation.

**STEP II.** In the event the grievance is not settled at Step I, the appeal must be presented in writing by the employee or Union representative to the head of the employee's division, bureau, institution, or equivalent organizational unit within 15 working days after the supervisor's response is due. The official receiving the written appeal, or the official's designated representative, shall respond in writing to the employee and the Union representative within 15 working days after receipt of the appeal.

**STEP III.** An appeal from an unfavorable decision at Step II shall be presented by the employee or Union

representative to the agency head, within 15 working days after the response from Step II is due. The agency head, or designee, shall respond in writing to the employee and Union representative within 15 working days after receipt of the appeal.

**STEP IV.** In the event the grievance has not been satisfactorily resolved in Step III, written appeal may be made by the employee or Union representative within 15 working days of the Step III decision to the Bureau of Labor Relations, Office of Administration, or in the case of the independent agencies, the agency head or the appropriate designee, shall contain a copy of the Step II and Step III decisions. The Bureau of Labor Relations, Office of Administration, or in the case of the independent agencies, the agency head or the appropriate designee, shall issue a decision in writing to the Union within 15 working days after receipt of the appeal.

**STEP V.** An appeal from an unfavorable decision at Step IV may be initiated by the Union serving upon the Employer a notice in writing of the intent to proceed to arbitration within 15 working days after the response from Step IV is due. Said notice shall identify the provisions of the Agreement, the department and the employee involved, and shall include a copy of the grievance.

The arbitrator is to be selected by the parties jointly within seven working days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the Bureau of Mediation to submit a list of seven possible arbitrators.

The parties shall, within seven working days of the receipt of said list, meet for the purpose of selecting the arbitrator by alternately striking one name from the list until one name remains. The Employer shall strike the first name.

Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered. The decision at Steps I, II, and III shall not be used as a precedent for any subsequent case.

The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted.

The decision of the arbitrator shall be final and binding on both parties, except where the decision would require an enactment of legislation, in which case it shall be binding only if such legislation is enacted. The arbitrator shall be requested to issue the decision within 30 days after the hearing or receipt of the transcript of the hearing.

In the interest of expediting the resolution of grievances involving discharges, shift preference and the denial of annual or personal leave requests, the parties agree to utilize alternative approaches and methods, including such procedures as the use of pre-selected arbitration panels, advance scheduling of fixed hearing dates with individual arbitrators, scheduling multiple cases with a single arbitrator on the same day, waiving the preparation of written briefs, and providing for the issuance of decisions within reduced periods of time including bench decisions.

All of the time limits contained in this Section may be extended by mutual agreement. The granting of any extension at any step shall not be deemed to establish precedence.

All fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties of this Agreement requests a postponement of a previously scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay

such charge unless such postponement results in a settlement of the grievance in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

**Section 3.** An employee shall be permitted to have a representative of the Union present at each step of the grievance procedure up to and including Step IV, subject, however, to Section 606, Article VI of the Public Employee Relations Act. Upon request by an employee or union representative, a grievance meeting will be rescheduled, if necessary, if Union representation is temporarily unavailable to the employee. Where this occurs, the time limits for response to the grievance will be suspended during the postponement period.

Employees selected by the Union to act as Union representatives shall be known as stewards. The Union shall furnish the Employer with the names and work locations of Union representatives and shall notify the Employer of any changes.

A reasonable number of witnesses, when required, shall be allowed to participate in the grievance procedure.

An aggrieved employee and Union representatives, if employees of the Employer, shall be granted reasonable time during working hours, if required, to process grievances in accordance with this Article without loss of pay or leave time.

Where such Union representatives represent employees in more than one agency, they shall be permitted to cross agency lines for this purpose.



The Union may present grievances concerning agency-wide decisions directly to Step III within 15 working days of the date of the occurrence or the date when the Union knew or by reasonable diligence should have known of its occurrence.

**Section 4.** The parties agree to continue to phase in the Accelerated Grievance Procedure currently in use in the Department of Transportation and the Department of Public Welfare in all agencies. Sections 1 thru 3 of this Article will be replaced by an Accelerated Grievance Procedure Agreement for each agency when it is phased into the process.

## **ARTICLE 39 SAFETY AND HEALTH**

**Section 1.** The Employer will take positive action to assure compliance with laws and regulations concerning the health and safety of employees working in state owned or leased buildings and to assure compliance with all lease provisions affecting the safety or health of employees.

**Section 2.** The Employer agrees to establish a health and safety committee at each agency. Multi-agency committees may be established by mutual agreement. The committee shall be composed of an equal number of representatives of the Union and the Employer. The purpose of the committee shall be to investigate present or potential safety hazards and security problems and to make recommendations for corrective action. The Committee may also discuss which employees, due to the nature of their work, will be provided with regular health screenings and which employees will be provided wrist rests. It is understood that

the parties will attempt to resolve these issues within six (6) months of the signing of the collective bargaining agreement. Unless otherwise agreed by the parties, the committee shall meet once each quarter unless a clear and present danger situation warrants a special meeting. The committee shall establish its own operating procedures. However, union representatives on the committee shall be given a reasonable amount of time during working hours to investigate safety and health hazards brought to the committee and to serve on this committee.

**Section 3.** The Employer agrees to inform the local union when representatives of the Bureau of Occupational and Industrial Safety, Department of Labor and Industry, or other state or federal agencies involved in the establishment or enforcement of laws concerning or affecting the health and safety of employees working in state-owned or leased buildings are on the premises for an inspection. A designated union steward or officer located on the premises shall be allowed to accompany such representatives on inspection tours of the work site to point out deficiencies, without loss of pay or leave time. In addition, when the Employer is aware of the presence of representatives of such regulatory agencies who are at the work site for the purpose of safety inspections, the Employer agrees to inform the local union.

**Section 4.** The Employer will not assign employees to any work area in any building owned or leased by the Commonwealth while there is a clear and present danger to their safety and such a danger is not an anticipated part of the normal and expected responsibilities and risks of the job in question.

**Section 5.** The Employer will take appropriate action to protect its employees from injury while at work. Where

clear and present hazardous conditions exist at a work site, the Employer shall post appropriate warning signs and take immediate action to abate the hazard.

**Section 6.** Employees shall be provided with information on all communicable diseases and infestations to which they may have routine workplace exposure. Information provided to employees shall include the symptoms of the diseases, modes of transmission, methods of self-protection, proper workplace procedures, special precautions and recommendations for immunization where appropriate. The Employer and the Union agree to establish a committee within 60 days to formulate a policy on how to deal with persons who have a communicable disease or are suspected of having a communicable disease or infestations.

Employees who are authorized by the Employer to receive Hepatitis "B" immunizations because of a job-related need to receive such immunizations will have the time spent receiving such immunizations counted as hours worked.

**Section 7.** Upon written request, the local union shall be provided with copies of statistical reports concerning work-related accidents.

**Section 8.** A statewide committee of up to ten representatives each from the Commonwealth and Union shall be established to meet and review and make recommendations regarding VDT equipment and/or furniture. It is understood that recommendations to purchase additional equipment and/or furniture will be reviewed based upon the Commonwealth's ability to pay for such purchases considering its budgetary limitations.

## **ARTICLE 40 SUCCESSORS**

In the event the Employer sells, leases, transfers or assigns any of its facilities to other political subdivisions, corporations or persons, and such sale, lease, transfer or assignment would result in the layoff, furlough or termination of employees covered by this bargaining agreement, the Employer shall attempt in good faith to arrange for the placement of such employees with the new Employer. The Employer shall notify the Union in writing at least 30 days in advance of any such sale, lease, transfer, or assignment.

## **ARTICLE 41 FAMILY CARE LEAVE**

**Section 1.** After completing one year of service, permanent employees shall be granted, upon written request, up to 12 weeks of leave without pay in a calendar year for the purpose of attending to the medical needs of a spouse, parent, son or daughter or other person qualifying as a dependent.

Leave for this purpose may be taken one day at a time if necessary. Leave shall be approved for less than one day at a time when medically necessary due to a serious health condition as defined in the Family and Medical Leave Act of 1993.

Documentation of the need for Family Care Leave shall be required.

**Section 2.** State paid coverage for life insurance and for health benefits as provided in Articles 24 and 25 will continue for the period of time the employee is on family care leave under Section 1 of this Article.

**Section 3.** It is understood that the twelve week entitlement under Section 1 above may not be extended.

**Section 4.** Employees will not be required to use accumulated annual and/or personal leave prior to taking family care leave without pay.

**Section 5.** An employee shall have the right to return to the same position in the same classification held before going on Family Care Leave, or to an equivalent position with regard to pay and skill.

**Section 6.** For the purpose of this Article, parent shall be defined as the biological parent of the employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.

For the purpose of this Article, son or daughter shall be defined as a biological, adopted, or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is:

- a. Under 18 years of age; or
- b. 18 years of age or older and incapable of self-care because of a mental or physical disability.

**Section 7.** It is understood by both parties that the provisions of this Article are consistent with the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq.

**Section 8.** For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

## **ARTICLE 42 POLITICAL ACTION COMMITTEE DEDUCTIONS**

**Section 1.** The Employer agrees to deduct from the paycheck of employees covered by this Agreement voluntary contributions to the Union's Political Action Committee. The Employer shall make such deductions only in accordance with the written authorization of respective employees which shall specify the amount, frequency and duration of the deductions.

**Section 2.** The Employer shall transmit the monies deducted in accordance with this Article to the Union's Political Action Committee in accordance with the procedures agreed to by the Employer and the Union.

**Section 3.** The Union shall reimburse the Employer for the Employer's actual cost for the expenses incurred in administering this Article.

**Section 4.** The Union shall indemnify and hold the Commonwealth harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

## **ARTICLE 43 PRESERVATION OF BARGAINING UNIT WORK**

**Section 1.** It is the Commonwealth's intent to attempt to reduce and/or eliminate subcontracting to the maximum extent feasible, subject to the criteria of Section 6.

**Section 2.** The Employer shall not contract/assign Master Agreement bargaining unit work to independent contractors, consultants or other non-Master Agreement bargaining unit state employees where such contract/assignment would result in the layoff or downgrading of an employee or prevent the return to work of an available, competent employee except for legitimate operational reasons resulting in reasonable cost savings or improved delivery of service.

**Section 3.** The Employer shall not contract/assign Master Agreement bargaining unit work which becomes available as a result of a retirement, resignation, termination, promotion, demotion or reassignment of an employee to independent contractors, consultants or other non-Master Agreement bargaining unit state employees except for legitimate operational reasons resulting in reasonable cost savings or improved delivery of service.

**Section 4.** This agreement will not be construed so as to prevent managerial, supervisory or other non-Master Agreement bargaining unit state employees from performing Master Agreement bargaining unit work for the purpose of instruction, illustration, lending an occasional hand or in emergency situations to carry out the functions and programs of the Employer or maintain the Employer's standard of service.

**Section 5.** The Employer shall provide the union with as much advanced notice as possible of a proposed contract/assignment of Master Agreement bargaining unit work outside the Master Agreement.

**Section 6.** At each site where a proposed contract/assignment is to occur, local labor/management committees shall

meet and discuss over the reasons for the assignment. At this time the Employer shall provide to the union all information it has to support a claim of reasonable cost saving or improved service. The union shall have the opportunity to provide alternative methods to attaining the Employer's desired result. In the event that the parties at the local level are unable to resolve the issue, the contract or the assignment made may be implemented and the matter shall be referred to a committee comprised of Council 13, the Agency and the Office of Administration. Should the parties be unable to resolve the issue, the union shall notify the Office of Administration in writing of its intent to submit the matter to the grievance procedure.

**Section 7.** The Employer and the Union acknowledges the above represents the results of negotiations conducted under and in accordance with the Public Employee Relations Act and constitutes the full and complete understanding regarding the issues of contracting out and transfer of bargaining unit work.

## **ARTICLE 44 TEMPORARY POOL EMPLOYES**

**Section 1.** The Employer agrees to the creation of an employment pool of temporary employees, to be comprised of temporary employees capable of performing temporary clerical or custodial duties within the Capitol Complex in Harrisburg. Additionally, the Commonwealth will continue to meet with AFSCME and review the possible expansion of the pool concept to include other classifications of temporary employees throughout the Commonwealth.

The employment pool will be administered by the Employer and a quarterly report containing the name,

social security number, home address, classification and hours worked to date, will be supplied to the Union. The Commonwealth will have the right to establish reasonable standards for the work performed by pool employees.

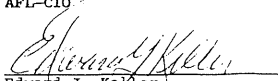
The parties agree that employees covered by this Article will not be used to reduce the number of permanent employees performing the levels of work existing as of the ratification date of this Agreement. To that end the parties agree that employees covered by this Article will not be assigned to perform duties which are permanent and full-time in nature.

**Section 2.** Salaries, working conditions and other articles of the agreement which will be extended to employees of the pool shall be established between the parties.


## ARTICLE 45 TERMINATION

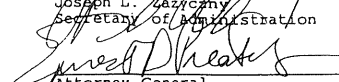
This Agreement shall be effective July 1, 1993 except where specifically provided that a particular provision will be effective on another date. This Agreement shall continue in full force and effect up to and including June 30, 1996. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employees Relations Act 70.

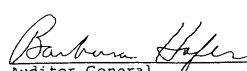
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO

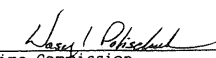
  
Edward J. Keller  
Executive Director

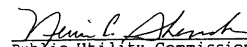
COMMONWEALTH OF PENNSYLVANIA

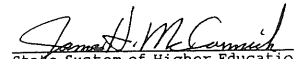
  
Joseph L. Bazanczy  
Secretary of Administration

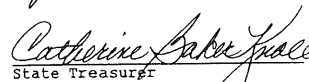
  
Joseph D. Heater  
Attorney General

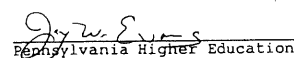
  
Barbara Hyler  
Auditor General

  
Larry I. Pischel  
Crime Commission

  
Dennis C. Shunk  
Public Utility Commission

  
James H. McCann  
State System of Higher Education

  
Catherine Baker Grace  
State Treasurer

  
Guy W. Evans  
Pennsylvania Higher Education  
Assistance Agency

## AFSCME

Mike Hays  
 Pat Salvador  
 Nick Maggini  
 Pete McCormick  
 Eric Hunkelberry  
 Barbara Cooper  
 Claire R. Banks  
 A. C. White  
 John Sunderland (H)  
 Kathy Davis  
 Robert Leonard  
 Denise K. Sonney  
 Gary Lewis  
 Paul Lemby

## COMMONWEALTH

(But) R  
 Carol S. Scott  
 Shaul G. Chane  
 Stephen A. Cusley  
 William Tinsley  
 Michael B. Stumy  
 John L. Saviano Jr.  
 Samuel M. J. J. J.  
 Ruffin W. Davis  
 Sue Petronich  
 Gilman J. J.  
 Kathy Baggini  
 J. J.  
 John L. Reese

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 Sh. C. H. H.  
 Paul K. Pzy  
 Joseph W. Knice  
 Elaine D. Dierolf  
 Linda M. Hornola  
 Helen R. Hall  
 James F. Robinson  
 Glen F. Hall  
 Barry L. Andrews  
 Robert D. Albrecht  
 James B. Todorow  
 Robert M. Longenecker  
 Glenn H. Reynolds III

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 Gregory A. Green  
 Suey Ponnies  
 Sandra L. Sky  
 Chm R. Dinday  
 William J. Mullin  
 Art E. Sym  
 John J. H. H.  
 Sheryl Alexander  
 Robert W. Novotny  
 Candace Peay  
 Thott. Tact  
 L. A. T. T.  
 John J. J.

## AFSCME

## COMMONWEALTH

John J. Knesia

Linda Edmunds

Pat O'aska

Nancy Rush

Trey Wagner

Timothy N. McHugh

Mary Jane Mireen

Thomas J. Watson

Mickey Lynn

Ann E. Spald

Christine L. Herrin

Hans E. Jorgensen

Julia H. Hager

Peter J. Hutchinson

Amy C. Robinson

William J. Kelly

Cherette L. Cunningham

Frank C. Levy

Mary Elizabeth Todaro

Doreen M. Balina

Donna J. Paule

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Helen L. Bain

Harry J. Abbott

Pat Salvatore

Charles Bragdon

Gregory C. Motuk

Margarette Calabretta

Mary Corrigan

David Christ

Kenneth W. Smith

David P. Paul

George A. Ritten

Lynne O. Mitchell

Lenora J. Wilcox

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Margaret R. Ryan

Jeanne C. Picula

James F. Prinsides

Phyllis E. Smith

William A. Y. Lee

Steve F. Haid

James W. Bush

Richard E. Hall

Geraldine Starnick

John J. Jewell

Edward F. Bouch

K. Sue Ayers

Kelly L. Hodge

## AFSCME

## COMMONWEALTH

Charles Stange

Robert K. Money Jr.

Robert R. Rungt

Richard R. Concure

Ronda S. Dault

Kenneth S. Nyce

Sam Brundage

Walter W. W.

Rich D. Hunter

Ann Marie Hart

James T. Hall

James E. Bellis

Louis M. Tillman

Sileen Simmons



## AFSCME

Larry N. Hays

Mary Rose Hoffer

Darla L. Wolota

Karen L. Blunk

Ruth E. Zander

Rodney J. Kinnitt

Roy R. Nagin

Frank K. Blahut

Paul J. Wargo

Kenneth E. Baker

Joseph M. Marrella

Joseph M. Marrella

Francis J. Salerno

Gerardo J. Geronzi

## AFSCME

James E. Hall

Norma Bruidigan

John W. [Signature]

## COMMONWEALTH

## APPENDIX A

### COMMONWEALTH OF PENNSYLVANIA 37.5 HOUR STANDARD PAY SCHEDULE\*\* EFFECTIVE JULY 1, 1993 SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
S	Hourly Biweekly Annual*	6.54 490.50 12,792	7.43 557.25 14,533	8.46 634.50 16,548	9.62 721.50 18,817	10.97 822.75 21,457	12.52 939.00 24,489	14.31 1,073.25 27,990	16.36 1,227.00 32,000	18.72 1,404.00 36,616
1	Hourly Biweekly Annual*	6.61 495.75 12,929	7.51 563.25 14,690	8.56 642.00 16,743	9.73 729.75 19,032	11.10 832.50 21,712	12.67 950.25 24,783	14.48 1,086.00 28,323	16.55 1,241.25 32,372	18.94 1,420.50 37,047
2	Hourly Biweekly Annual*	6.68 501.00 13,066	7.59 569.25 14,846	8.66 649.50 16,939	9.85 738.75 19,267	11.24 843.00 21,985	12.82 961.50 25,076	14.66 1,099.50 28,675	16.75 1,256.25 32,763	19.17 1,437.75 37,497
3	Hourly Biweekly Annual*	6.76 507.00 13,223	7.67 575.25 15,003	8.77 657.75 17,154	9.96 747.00 19,482	11.37 852.75 22,240	12.98 973.50 25,389	14.83 1,112.25 29,007	16.95 1,271.25 33,154	19.41 1,455.75 37,966
4	Hourly Biweekly Annual*	6.83 512.25 13,359	7.77 582.75 15,198	8.87 665.25 17,350	10.07 755.25 19,697	11.51 863.25 22,514	13.13 984.75 25,682	15.01 1,125.75 29,360	17.16 1,287.00 33,565	19.64 1,473.00 38,416
5	Hourly Biweekly Annual*	6.91 518.25 13,516	7.86 589.50 15,374	8.97 672.75 17,545	10.19 764.25 19,932	11.64 873.00 22,768	13.29 996.75 25,995	15.18 1,138.50 29,692	17.37 1,302.75 33,976	19.88 1,491.00 38,885

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.  
\*\* Applies to all employees whose work week is 37.5 hours and to employees whose work week exceeds 37.5 hours but who are not eligible to be paid according to the schedule based on a 40 hour work week.

## APPENDIX A (Continued)

### COMMONWEALTH OF PENNSYLVANIA 37.5 HOUR STANDARD PAY SCHEDULE\*\* EFFECTIVE JULY 1, 1993 SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
6	Hourly Biweekly Annual*	6.99 524.25 13,672	7.95 596.25 15,550	9.07 680.25 17,741	10.31 773.25 20,166	11.77 882.75 23,022	13.44 1,008.00 26,289	15.37 1,157.75 30,064	17.57 1,317.75 34,367	20.12 1,509.00 39,355
7	Hourly Biweekly Annual*	7.08 531.00 13,848	8.04 603.00 15,726	9.18 688.50 17,956	10.43 782.25 20,401	11.92 894.00 23,316	13.61 1,020.75 26,621	15.55 1,166.25 30,416	17.79 1,334.25 34,797	20.36 1,527.00 39,824
8	Hourly Biweekly Annual*	7.16 537.00 14,005	8.14 610.50 15,922	9.28 696.00 18,152	10.56 792.00 20,655	12.06 904.50 23,589	13.77 1,032.75 26,934	15.74 1,180.50 30,787	18.00 1,350.00 35,208	20.61 1,545.75 40,313
9	Hourly Biweekly Annual*	7.24 543.00 14,161	8.23 617.25 16,098	9.39 704.25 18,367	10.68 801.00 20,890	12.21 915.75 23,883	13.94 1,045.50 27,267	15.92 1,194.00 31,140	18.22 1,366.50 35,638	20.86 1,564.50 40,802
10	Hourly Biweekly Annual*	7.32 549.00 14,318	8.32 624.00 16,274	9.51 713.25 18,602	10.80 810.00 21,125	12.35 926.25 24,157	14.10 1,057.50 27,580	16.12 1,184.00 31,531	18.44 1,383.00 36,069	21.12 1,584.00 41,311
11	Hourly Biweekly Annual*	7.41 555.75 14,494	8.42 631.50 16,470	9.62 721.50 18,817	10.93 819.75 21,379	12.49 936.75 24,430	14.27 1,070.25 27,912	16.32 1,224.00 31,922	18.66 1,399.50 36,499	21.37 1,602.75 41,800

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.  
\*\* Applies to all employees whose work week is 37.5 hours and to employees whose work week exceeds 37.5 hours but who are not eligible to be paid according to the schedule based on a 40 hour work week.

# APPENDIX A (Continued)

## COMMONWEALTH OF PENNSYLVANIA

### 37.5 HOUR STANDARD PAY SCHEDULE\*\*

EFFECTIVE JULY 1, 1993

#### SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
12	Hourly Biweekly Annual*	7.49 561.75 14,650	8.51 638.25 16,646	9.73 729.75 19,032	11.06 829.50 21,633	12.64 948.00 24,724	14.44 1,083.00 28,245	16.51 1,238.25 32,294	18.89 1,416.75 36,949	21.63 1,622.25 42,308
13	Hourly Biweekly Annual*	7.57 567.75 14,807	8.61 645.75 16,841	9.85 738.75 19,267	11.20 840.00 21,907	12.79 959.25 25,017	14.62 1,096.50 28,597	16.71 1,253.25 32,685	19.12 1,434.00 37,399	21.90 1,642.50 42,836
14	Hourly Biweekly Annual*	7.65 573.75 14,963	8.71 653.25 17,037	9.96 747.00 19,482	11.33 849.75 22,161	12.95 971.25 25,330	14.79 1,109.25 28,929	16.91 1,268.25 33,076	19.34 1,450.50 37,829	22.17 1,662.75 43,565
15	Hourly Biweekly Annual*	7.75 581.25 15,159	8.82 661.50 17,252	10.07 755.25 19,697	11.46 859.50 22,416	13.10 982.50 25,624	14.97 1,122.75 29,281	17.12 1,284.00 33,487	19.58 1,468.50 38,298	22.43 1,682.25 43,873
16	Hourly Biweekly Annual*	7.84 588.00 15,335	8.92 669.00 17,448	10.19 764.25 19,932	11.60 870.00 22,690	13.26 994.50 25,937	15.14 1,135.50 29,614	17.32 1,299.00 33,878	19.82 1,486.50 38,768	22.70 1,702.50 44,401
17	Hourly Biweekly Annual*	7.93 594.75 15,511	9.02 676.50 17,643	10.31 773.25 20,166	11.73 879.75 22,944	13.41 1,005.75 26,230	15.33 1,149.75 29,985	17.53 1,314.75 34,289	20.05 1,503.75 39,218	22.98 1,723.50 44,949

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 37.5 hours and to employees whose work week exceeds 37.5 hours but who are not eligible to be paid according to the schedule based on a 40 hour work week.

# APPENDIX A (Continued)

## COMMONWEALTH OF PENNSYLVANIA

### 37.5 HOUR STANDARD PAY SCHEDULE\*\*

EFFECTIVE JULY 1, 1993

#### SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
18	Hourly Biweekly Annual*	8.02 601.50 15,687	9.13 684.75 17,858	10.43 782.25 20,401	11.87 890.25 23,218	13.58 1,018.50 26,562	15.51 1,163.25 30,338	17.75 1,331.25 34,719	20.30 1,522.50 39,707	23.26 1,744.50 45,497
19	Hourly Biweekly Annual*	8.12 609.00 15,883	9.23 692.25 18,054	10.56 792.00 20,655	12.01 900.75 23,492	13.74 1,030.50 26,875	15.70 1,177.50 30,709	17.96 1,347.00 35,130	20.55 1,541.25 40,196	23.54 1,765.50 46,044
20	Hourly Biweekly Annual*	8.21 615.75 16,059	9.33 699.75 18,249	10.68 801.00 20,890	12.15 911.25 23,765	13.91 1,043.25 27,208	15.88 1,191.00 31,061	18.18 1,363.50 35,560	20.80 1,560.00 40,685	23.82 1,786.50 46,592
21	Hourly Biweekly Annual*	8.30 622.50 16,235	9.45 708.75 18,484	10.80 810.00 21,125	12.30 922.50 24,059	14.07 1,055.25 27,521	16.08 1,206.00 31,452	18.40 1,380.00 35,990	21.04 1,578.00 41,154	24.11 1,808.25 47,159
22	Hourly Biweekly Annual*	8.39 629.25 16,411	9.56 717.00 18,699	10.93 819.75 21,379	12.44 933.00 24,333	14.23 1,067.25 27,834	16.27 1,220.25 31,824	18.62 1,396.50 36,421	21.30 1,597.50 41,663	24.41 1,830.75 47,746
23	Hourly Biweekly Annual*	8.49 636.75 16,606	9.67 725.25 18,915	11.06 829.50 21,653	12.59 944.25 24,626	14.41 1,080.75 28,186	16.47 1,235.25 32,215	18.85 1,413.75 36,871	21.56 1,617.00 42,171	24.71 1,853.25 48,333

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 37.5 hours and to employees whose work week exceeds 37.5 hours but who are not eligible to be paid according to the schedule based on a 40 hour work week.

# **APPENDIX A (Continued)** COMMONWEALTH OF PENNSYLVANIA 37.5 HOUR STANDARD PAY SCHEDULE\*\* EFFECTIVE JULY 1, 1993 SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
24	Hourly Biweekly Annual*	8.59 644.25 16,802	9.79 734.25 19,149	12.74 955.50 24,919	14.58 1,093.50 28,518	16.67 1,250.25 32,607	19.08 1,431.00 37,320	21.82 1,636.50 42,680	25.01 1,875.75 48,920	28.66 2,149.50 56,059
25	Hourly Biweekly Annual*	8.69 651.75 16,998	9.90 742.50 19,364	11.33 849.75 22,161	12.90 967.50 25,232	14.76 1,107.00 28,871	16.86 1,264.50 32,978	19.30 1,447.50 37,751	22.08 1,656.00 43,188	25.32 1,899.00 49,526
26	Hourly Biweekly Annual*	8.80 660.00 17,213	10.01 750.75 19,580	11.46 859.50 22,416	13.05 978.75 25,526	14.94 1,120.50 29,223	17.07 1,280.25 33,389	19.54 1,465.50 38,220	22.35 1,676.25 43,717	25.63 1,922.25 50,132
27	Hourly Biweekly Annual*	8.90 667.50 17,408	10.12 759.00 19,795	11.60 870.00 22,690	13.20 990.00 25,819	15.11 1,133.25 29,555	17.27 1,295.25 33,780	19.78 1,483.50 38,690	22.62 1,696.50 44,245	25.94 1,945.50 50,739
28	Hourly Biweekly Annual*	9.00 675.00 17,604	10.25 768.75 20,049	11.73 879.75 22,944	13.36 1,002.00 26,132	15.30 1,147.50 29,927	17.48 1,311.00 34,191	20.01 1,500.75 39,140	22.90 1,717.50 44,792	26.25 1,968.75 51,345
29	Hourly Biweekly Annual*	9.11 683.25 17,819	10.37 777.75 20,284	11.87 890.25 23,218	13.51 1,013.25 26,426	15.48 1,161.00 30,279	17.69 1,326.75 34,602	20.26 1,519.50 39,629	23.18 1,738.50 45,340	26.57 1,992.75 51,971
										30.46 2,284.50 59,580

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.  
\*\* Applies to all employees whose work week is 37.5 hours and to employees whose work week exceeds 37.5 hours but who are not eligible to be paid according to the schedule based on a 40 hour work week.

# **APPENDIX A (Continued)** COMMONWEALTH OF PENNSYLVANIA 37.5 HOUR STANDARD PAY SCHEDULE\*\* EFFECTIVE JULY 1, 1993 SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
30	Hourly Biweekly Annual*	9.21 690.75 18,015	10.50 787.50 20,538	12.01 900.75 23,492	13.68 1,026.00 26,758	15.67 1,175.25 30,651	17.90 1,342.50 35,012	20.51 1,538.25 40,118	23.45 1,758.75 45,868	26.90 2,017.50 52,616
31	Hourly Biweekly Annual*	9.31 698.25 18,210	10.62 796.50 20,773	12.15 911.25 23,765	13.84 1,038.00 27,071	15.85 1,188.75 31,003	18.12 1,359.00 35,443	20.75 1,556.25 40,587	23.74 1,780.50 46,435	27.23 2,042.25 53,262
32	Hourly Biweekly Annual*	9.42 706.50 18,426	10.74 805.50 21,007	12.30 922.50 24,059	14.01 1,050.75 27,404	16.04 1,203.00 31,374	18.33 1,374.75 35,853	21.00 1,575.00 41,076	24.03 1,802.25 47,003	27.56 2,067.00 53,907
33	Hourly Biweekly Annual*	9.54 715.50 18,660	10.87 815.25 21,262	12.44 933.00 24,333	14.17 1,062.75 27,717	16.23 1,217.25 31,746	18.56 1,392.00 36,303	21.26 1,594.50 41,585	24.32 1,824.00 47,570	27.90 2,092.50 54,572
34	Hourly Biweekly Annual*	9.65 723.75 18,875	10.99 824.25 21,496	12.59 944.25 24,626	14.34 1,075.50 28,049	16.43 1,232.25 32,137	18.79 1,409.25 36,753	21.52 1,614.00 42,093	24.62 1,846.50 48,157	28.24 2,118.00 55,237
35	Hourly Biweekly Annual*	9.76 732.00 19,091	11.12 834.00 21,751	12.74 955.50 24,919	14.51 1,088.25 28,382	16.62 1,246.50 32,509	19.01 1,425.00 37,184	21.77 1,632.75 42,582	24.92 1,869.00 48,744	28.59 2,144.25 55,922

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.  
\*\* Applies to all employees whose work week is 37.5 hours and to employees whose work week exceeds 37.5 hours but who are not eligible to be paid according to the schedule based on a 40 hour work week.

# APPENDIX A

## COMMONWEALTH OF PENNSYLVANIA 40 HOUR STANDARD PAY SCHEDULE\*\* EFFECTIVE JULY 1, 1993

### SCHEDULE S

PAY STEP	1	2	3	4	5	6	7	8	9
Hourly	6.54	7.43	8.46	9.62	10.97	12.52	14.31	16.36	18.72
Biweekly	523.20	594.40	676.80	769.60	877.60	1,001.60	1,144.80	1,308.80	1,497.60
Annual*	13,645	15,502	17,651	20,071	22,888	26,122	29,856	34,134	39,057
Hourly	6.61	7.51	8.56	9.73	11.10	12.67	14.48	16.55	18.94
Biweekly	528.80	600.80	684.80	778.40	888.00	1,013.60	1,158.40	1,324.00	1,512.20
Annual*	13,791	15,669	17,860	20,301	23,159	26,435	30,211	34,550	39,516
Hourly	6.68	7.59	8.66	9.85	11.24	12.82	14.66	16.75	19.17
Biweekly	534.40	607.20	692.80	788.00	899.20	1,025.60	1,172.80	1,340.00	1,533.60
Annual*	13,937	15,836	18,068	20,551	23,451	26,748	30,587	34,947	39,996
Hourly	6.76	7.67	8.77	9.96	11.37	12.98	14.83	16.95	19.41
Biweekly	540.80	613.60	701.60	796.80	909.60	1,038.40	1,186.40	1,356.00	1,552.80
Annual*	14,104	16,003	18,298	20,781	23,722	27,081	30,941	35,364	40,497
Hourly	6.83	7.77	8.87	10.07	11.51	13.13	15.01	17.16	19.64
Biweekly	546.40	621.60	709.60	805.60	920.80	1,050.40	1,200.80	1,372.80	1,571.20
Annual*	14,250	16,211	18,506	21,010	24,014	27,394	31,317	35,803	40,977
Hourly	6.91	7.86	8.97	10.19	11.64	13.29	15.18	17.37	19.88
Biweekly	552.80	628.80	717.60	815.20	931.20	1,063.20	1,214.40	1,389.60	1,590.40
Annual*	14,417	16,399	18,715	21,260	24,286	27,728	31,672	36,241	41,478

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.

# APPENDIX A (Continued)

## COMMONWEALTH OF PENNSYLVANIA 40 HOUR STANDARD PAY SCHEDULE\*\* EFFECTIVE JULY 1, 1993

### SCHEDULE S

PAY STEP	1	2	3	4	5	6	7	8	9
Hourly	6.99	7.95	9.07	10.31	11.77	13.44	15.37	17.57	20.12
Biweekly	559.20	636.00	725.60	824.80	941.60	1,075.20	1,229.60	1,405.60	1,609.60
Annual*	14,584	16,587	18,924	21,511	24,557	28,041	32,068	36,658	41,978
Hourly	7.08	8.04	9.18	10.43	11.92	13.61	15.55	17.79	20.36
Biweekly	566.40	643.20	734.40	834.40	953.60	1,088.80	1,244.00	1,423.20	1,628.80
Annual*	14,772	16,775	19,153	21,761	24,870	28,396	32,444	37,117	42,479
Hourly	7.16	8.14	9.28	10.56	12.06	13.77	15.74	18.00	20.61
Biweekly	572.80	651.20	742.40	844.80	964.80	1,101.60	1,259.20	1,440.00	1,648.80
Annual*	14,939	16,983	19,362	22,032	25,162	28,730	32,840	37,555	43,001
Hourly	7.24	8.23	9.39	10.68	12.21	13.94	15.92	18.22	20.86
Biweekly	579.20	658.40	751.20	854.40	976.80	1,115.20	1,273.60	1,457.60	1,668.80
Annual*	15,106	17,171	19,591	22,283	25,475	29,084	33,215	38,014	43,522
Hourly	7.32	8.32	9.51	10.80	12.35	14.10	16.12	18.44	21.12
Biweekly	585.60	665.60	760.80	864.00	988.00	1,128.00	1,289.60	1,475.20	1,689.60
Annual*	15,272	17,359	19,842	22,533	25,767	29,418	33,633	38,473	44,065
Hourly	7.41	8.42	9.62	10.93	12.49	14.27	16.32	18.66	21.37
Biweekly	592.80	673.60	769.60	874.40	999.20	1,141.60	1,305.60	1,492.80	1,709.60
Annual*	15,460	17,567	20,071	22,804	26,059	29,773	34,050	38,932	44,586

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.

# APPENDIX A (Continued)

## COMMONWEALTH OF PENNSYLVANIA

### 40 HOUR STANDARD PAY SCHEDULE\*\*

EFFECTIVE JULY 1, 1993

#### SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
12	Hourly 599.20 Biweekly 15,627 Annual*	7.49 680.80 17,755	9.73 778.40 20,301	11.06 884.80 23,076	12.64 1,011.20 26,372	14.44 1,155.20 30,128	16.51 1,320.80 34,446	18.89 1,511.20 39,412	21.63 1,730.40 45,129
13	Hourly 605.60 Biweekly 15,794 Annual*	7.57 688.80 17,964	9.85 788.00 20,551	11.20 896.00 23,368	12.79 1,023.20 26,685	14.62 1,169.60 30,503	16.71 1,336.80 34,864	19.12 1,529.60 39,892	21.90 1,752.00 45,692
14	Hourly 612.00 Biweekly 15,961 Annual*	7.65 696.80 18,173	9.96 796.80 20,781	11.33 906.40 23,639	12.95 1,036.00 27,019	14.79 1,183.20 30,858	16.91 1,352.80 35,281	19.34 1,547.20 40,351	22.17 1,773.60 46,255
15	Hourly 620.00 Biweekly 16,170 Annual*	7.75 705.60 18,402	10.07 805.60 21,010	11.46 916.80 23,910	13.10 1,048.00 27,332	14.97 1,197.60 31,233	17.12 1,369.60 35,719	19.58 1,566.40 40,852	22.43 1,794.40 46,798
16	Hourly 627.20 Biweekly 16,357 Annual*	7.84 713.60 18,611	10.19 815.20 21,260	11.60 928.00 24,202	13.26 1,060.80 27,666	15.14 1,211.20 31,588	17.32 1,385.60 36,136	19.82 1,585.60 41,352	22.70 1,816.00 47,361
17	Hourly 634.40 Biweekly 16,545 Annual*	7.93 721.60 18,819	10.31 824.80 21,511	11.73 938.40 24,473	13.41 1,072.80 27,979	15.33 1,226.40 31,985	17.53 1,402.40 36,575	20.05 1,604.00 41,832	22.98 1,838.40 47,945

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter

Attendance, Holidays, and Leave, Title 4, Pennsylvania Code.

# APPENDIX A (Continued)

## COMMONWEALTH OF PENNSYLVANIA

### 40 HOUR STANDARD PAY SCHEDULE\*\*

EFFECTIVE JULY 1, 1993

#### SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
18	Hourly 641.60 Biweekly 16,733 Annual*	8.02 730.40 19,049	9.13 834.40 21,761	11.87 949.60 24,766	13.58 1,086.40 28,333	15.51 1,240.80 32,360	17.75 1,420.00 37,034	20.30 1,624.00 42,354	23.26 1,860.80 48,530
19	Hourly 649.60 Biweekly 16,942 Annual*	8.12 738.40 19,257	9.23 844.80 22,032	12.01 960.80 25,058	13.74 1,099.20 28,667	15.70 1,256.00 32,756	17.96 1,436.80 37,472	20.55 1,644.00 42,876	23.54 1,883.20 49,114
20	Hourly 656.80 Biweekly 17,129 Annual*	8.21 746.40 19,466	9.33 854.40 22,283	12.15 972.00 25,350	13.91 1,112.80 29,022	15.88 1,270.40 33,132	18.18 1,454.40 37,931	20.80 1,664.00 43,397	23.82 1,905.60 49,698
21	Hourly 664.00 Biweekly 17,317 Annual*	8.30 756.00 19,716	9.45 864.00 22,533	12.30 984.00 25,663	14.07 1,125.60 29,356	16.08 1,286.40 33,549	18.40 1,472.00 38,390	21.04 1,683.20 43,898	24.11 1,928.80 50,303
22	Hourly 671.20 Biweekly 17,505 Annual*	8.39 764.80 19,946	9.56 874.40 22,804	12.44 995.20 25,955	14.23 1,138.40 29,689	16.27 1,301.60 33,946	18.62 1,489.60 38,849	21.30 1,704.00 44,440	24.41 1,952.80 50,929
23	Hourly 679.20 Biweekly 17,714 Annual*	8.49 773.60 20,175	9.67 884.80 23,076	12.59 1,007.20 26,268	14.41 1,152.80 30,065	16.47 1,317.60 34,363	18.85 1,508.00 39,329	21.56 1,724.80 44,983	24.71 1,976.80 51,555

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter

Attendance, Holidays, and Leave, Title 4, Pennsylvania Code.

# **APPENDIX A (Continued)** **COMMONWEALTH OF PENNSYLVANIA** **40 HOUR STANDARD PAY SCHEDULE\*\*** **EFFECTIVE JULY 1, 1993** **SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
24	Hourly Biweekly Annual*	8.59 783.20 20,426	9.79 896.00 23,368	11.20 1,019.20 26,581	12.74 1,166.40 30,420	14.58 1,333.60 34,780	16.67 1,526.40 39,809	19.08 1,745.60 45,525	21.82 2,000.80 52,181
25	Hourly Biweekly Annual*	8.69 695.20 18,131	9.90 792.00 20,655	11.33 906.40 23,659	12.90 1,032.00 26,915	14.76 1,180.80 30,795	16.86 1,348.80 35,177	19.30 1,544.00 40,268	22.08 1,766.40 46,068
26	Hourly Biweekly Annual*	8.80 704.00 18,360	10.01 800.80 20,885	11.46 916.80 23,910	13.05 1,044.00 27,228	14.94 1,195.20 31,171	17.07 1,365.60 35,615	19.54 1,563.20 40,768	22.35 1,788.00 46,631
27	Hourly Biweekly Annual*	8.90 712.00 18,569	10.12 809.60 21,114	11.60 928.00 24,202	13.20 1,056.00 27,540	15.11 1,195.20 31,526	17.27 1,381.60 36,032	19.78 1,582.40 41,269	22.62 1,809.60 47,194
28	Hourly Biweekly Annual*	9.00 720.00 18,778	10.25 820.00 21,386	11.73 938.40 24,473	13.36 1,068.80 27,874	15.30 1,224.00 31,922	17.48 1,398.40 36,470	20.01 1,600.80 41,749	22.90 1,832.00 47,779
29	Hourly Biweekly Annual*	9.11 728.80 19,007	10.37 829.60 21,636	11.87 949.60 24,766	13.51 1,080.80 28,187	15.48 1,238.40 32,297	17.69 1,415.20 36,908	20.26 1,620.80 42,270	23.18 1,854.40 48,363
									26.57 2,125.60 55,436

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.  
 \*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.

# **APPENDIX A (Continued)** **COMMONWEALTH OF PENNSYLVANIA** **40 HOUR STANDARD PAY SCHEDULE\*\*** **EFFECTIVE JULY 1, 1993** **SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
30	Hourly Biweekly Annual*	9.21 736.80 19,216	10.50 840.00 21,907	12.01 960.80 25,058	13.68 1,094.40 28,542	15.67 1,253.60 32,694	17.90 1,432.00 37,347	20.51 1,640.80 42,792	23.45 1,876.00 48,926
31	Hourly Biweekly Annual*	9.31 744.80 19,424	10.62 849.60 22,158	12.15 972.00 25,350	13.84 1,107.20 28,876	15.85 1,268.00 33,069	18.12 1,449.60 37,806	20.75 1,660.00 43,293	23.74 1,899.20 49,531
32	Hourly Biweekly Annual*	9.42 753.60 19,654	10.74 859.20 22,408	12.30 984.00 25,663	14.01 1,120.80 29,230	16.04 1,283.20 35,466	18.33 1,466.40 38,244	21.00 1,680.00 43,814	24.03 1,922.40 50,156
33	Hourly Biweekly Annual*	9.54 763.20 19,904	10.87 869.60 22,679	12.44 995.20 25,955	14.17 1,133.60 29,504	16.23 1,298.40 35,862	18.56 1,484.80 38,724	21.26 1,700.80 44,357	24.32 1,945.60 50,741
34	Hourly Biweekly Annual*	9.65 772.00 20,134	10.99 879.20 22,950	12.59 1,007.20 26,268	14.34 1,147.20 29,919	16.43 1,314.40 34,280	18.79 1,503.20 39,203	21.52 1,721.60 44,899	24.62 1,969.60 51,367
35	Hourly Biweekly Annual*	9.76 780.80 20,363	11.12 889.60 23,201	12.74 1,019.20 26,581	14.51 1,160.80 30,274	16.62 1,329.60 34,676	19.01 1,520.80 39,662	21.77 1,741.60 45,421	24.92 1,993.60 51,993
									28.59 2,287.20 59,650

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.  
 \*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.

**APPENDIX B**  
**PLACEMENT MATRIX FOR CONVERSION**  
**TO THE RESTRUCTURED**  
**JANUARY 1, 1994 STANDARD PAY SCHEDULE**

Step Assignments  
December 31, 1993

Step Assignments  
January 1, 1994

ALL PAY RANGES	PR 1-8	PR 9	PR 10
S	1	1	1
1	2	2	2
2	2	2	2
3	3	3	3
4	3	3	3
5	4	4	4
6	4	4	5
7	5	5	5
8	5	5	6
9	6	6	6
10	7	7	7
11	7	7	7
12	8	8	8
13	8	8	8
14	9	9	9
15	9	9	9
16	10	10	10
17	10	10	11
18	11	11	11
19	12	12	12
20	12	12	12
21	13	13	13
22	13	13	13
23	14	14	14
24	14	14	14
25	15	15	15
26	15	15	16
27	16	16	16
28	16	16	17
29	17	17	17
30	17	18	18
31	18	18	18
32	18	19	19
33	19	19	19
34	20	20	20
35	20	20	20



## APPENDIX C

### COMMONWEALTH OF PENNSYLVANIA 37.5 HOUR STANDARD PAY SCHEDULE\*\* EFFECTIVE JANUARY 1, 1994 SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
1	Hourly Biweekly Annual*	6.55 491.25 12,812	7.48 561.00 14,631	8.54 640.50 16,704	9.74 730.50 19,051	11.12 834.00 21,751	12.69 951.75 24,822	14.49 1,086.75 28,342	16.54 1,240.50 32,352	18.88 1,416.00 36,929
2	Hourly Biweekly Annual*	6.70 502.50 13,105	7.65 573.75 14,963	8.73 654.75 17,076	9.96 747.00 19,482	11.37 852.75 22,240	12.97 972.75 25,369	14.81 1,107.75 28,968	16.91 1,268.25 33,076	19.30 1,447.50 37,751
3	Hourly Biweekly Annual*	6.85 513.75 13,399	7.82 586.50 15,296	8.92 669.00 17,448	10.18 763.50 19,912	11.62 871.50 22,729	13.26 994.50 25,957	15.14 1,135.50 29,614	17.29 1,296.75 33,819	19.73 1,479.50 38,592
4	Hourly Biweekly Annual*	7.00 525.00 13,692	7.99 599.25 15,628	9.12 684.00 17,839	10.41 780.75 20,362	11.88 891.00 23,237	13.56 1,017.00 26,523	15.48 1,161.00 30,279	17.68 1,326.00 35,382	20.17 1,512.75 39,453
5	Hourly Biweekly Annual*	7.16 537.00 14,005	8.17 612.75 15,981	9.32 699.00 18,230	10.64 798.00 20,812	12.14 910.50 23,746	13.86 1,039.50 27,110	15.83 1,187.25 30,963	18.07 1,355.25 35,345	20.62 1,546.50 40,333

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 37.5 hours and to employees whose work week exceeds 37.5 hours but who are not eligible to be paid according to the schedule based on a 40 hour work week.

## APPENDIX C (Continued)

### COMMONWEALTH OF PENNSYLVANIA 37.5 HOUR STANDARD PAY SCHEDULE\*\* EFFECTIVE JANUARY 1, 1994 SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
6	Hourly Biweekly Annual*	7.32 549.00 14,318	8.35 626.25 16,333	9.53 714.75 18,641	10.88 816.00 21,281	12.41 930.75 24,274	14.17 1,062.75 27,717	16.18 1,213.50 31,648	18.47 1,385.25 36,127	21.08 1,581.00 41,232
7	Hourly Biweekly Annual*	7.48 561.00 14,631	8.54 640.50 16,704	9.74 730.50 19,051	11.12 834.00 21,751	12.69 951.75 24,822	14.49 1,086.75 28,342	16.54 1,240.50 32,352	18.88 1,447.50 36,929	21.55 1,616.25 42,152
8	Hourly Biweekly Annual*	7.65 573.75 14,963	8.73 654.75 17,076	9.96 747.00 19,482	11.37 852.75 22,240	12.97 972.75 25,369	14.81 1,107.75 28,968	16.91 1,268.25 33,076	19.30 1,479.50 37,751	22.03 1,652.25 43,091
9	Hourly Biweekly Annual*	7.82 586.50 15,296	8.92 669.00 17,448	10.18 763.50 19,912	11.62 871.50 22,729	13.26 994.50 25,957	15.14 1,135.50 29,614	17.29 1,296.75 33,819	19.73 1,479.50 38,592	22.52 1,689.00 44,049
10	Hourly Biweekly Annual*	7.99 599.25 15,628	9.12 684.00 17,839	10.41 780.75 20,362	11.88 891.00 23,237	13.56 1,017.00 26,523	15.48 1,161.00 30,279	17.68 1,326.00 34,582	20.17 1,512.75 39,453	22.67 1,726.50 45,027

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 37.5 hours and to employees whose work week exceeds 37.5 hours but who are not eligible to be paid according to the schedule based on a 40 hour work week.

# APPENDIX C (Continued)

## COMMONWEALTH OF PENNSYLVANIA

### 37.5 HOUR STANDARD PAY SCHEDULE\*\*

EFFECTIVE JANUARY 1, 1994

#### SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
11	Hourly Biweekly Annual*	8.17 612.75 15,981	9.32 699.00 18,230	10.64 798.00 20,812	12.14 910.50 23,746	13.86 1,039.50 27,110	15.83 1,187.25 30,963	18.07 1,355.25 35,345	20.62 1,546.50 40,333	23.53 1,764.75 46,025
12	Hourly Biweekly Annual*	8.35 626.25 16,333	9.53 714.75 18,641	10.88 816.00 21,281	12.41 930.75 24,274	14.17 1,062.75 27,717	16.18 1,213.50 31,648	18.47 1,385.25 36,127	21.08 1,581.00 41,232	24.05 1,803.75 47,042
13	Hourly Biweekly Annual*	8.54 640.50 16,704	9.74 730.50 19,051	11.12 834.00 21,751	12.69 951.75 24,822	14.49 1,086.75 28,342	16.54 1,240.50 32,352	18.88 1,416.00 36,929	21.55 1,616.25 42,152	24.59 1,844.25 48,098
14	Hourly Biweekly Annual*	8.73 654.75 17,076	9.96 747.00 19,482	11.37 852.75 22,240	12.97 972.75 25,369	14.81 1,110.75 28,968	16.91 1,268.25 33,076	19.30 1,447.50 37,751	22.03 1,652.25 43,091	25.14 1,885.50 49,174
15	Hourly Biweekly Annual*	8.92 669.00 17,448	10.18 763.50 19,912	11.62 871.50 22,729	13.26 994.50 25,937	15.14 1,135.50 29,614	17.29 1,296.75 33,819	19.73 1,479.75 38,592	22.52 1,689.00 44,049	25.70 1,927.50 50,269

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 37.5 hours and to employees whose work week exceeds 37.5 hours but who are not eligible to be paid according to the schedule based on a 40 hour work week.

# APPENDIX C (Continued)

## COMMONWEALTH OF PENNSYLVANIA

### 37.5 HOUR STANDARD PAY SCHEDULE\*\*

EFFECTIVE JANUARY 1, 1994

#### SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
16	Hourly Biweekly Annual*	9.12 684.00 17,839	10.41 780.75 20,362	11.88 891.00 23,237	13.56 1,017.00 26,523	15.48 1,161.00 30,279	17.68 1,326.00 34,582	20.17 1,512.75 39,453	23.02 1,726.50 45,027	26.27 1,970.25 51,384
17	Hourly Biweekly Annual*	9.32 699.00 18,230	10.64 798.00 20,812	12.14 910.50 23,746	13.86 1,039.50 27,110	15.83 1,187.25 30,963	18.07 1,355.25 35,345	20.62 1,546.50 40,333	23.53 1,764.75 46,025	26.86 1,999.50 52,538
18	Hourly Biweekly Annual*	9.53 714.75 18,641	10.88 816.00 21,281	12.41 930.75 24,274	14.17 1,062.75 27,717	16.18 1,213.50 31,648	18.47 1,385.25 36,127	21.08 1,581.00 41,232	24.05 1,803.75 47,042	27.46 2,059.50 53,712
19	Hourly Biweekly Annual*	9.74 730.50 19,051	11.12 834.00 21,751	12.69 951.75 24,822	14.49 1,086.75 28,342	16.54 1,240.50 32,352	18.88 1,416.00 36,929	21.55 1,616.25 42,152	24.59 1,844.25 48,098	28.07 2,105.25 54,905
20	Hourly Biweekly Annual*	9.96 747.00 19,482	11.37 852.75 22,240	12.97 972.75 25,369	14.81 1,110.75 28,968	16.91 1,268.25 33,076	19.30 1,447.50 37,751	22.03 1,652.25 43,091	25.14 1,885.50 49,174	28.70 2,152.50 56,137

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 37.5 hours and to employees whose work week exceeds 37.5 hours but who are not eligible to be paid according to the schedule based on a 40 hour work week.

## APPENDIX C

### COMMONWEALTH OF PENNSYLVANIA 40 HOUR STANDARD PAY SCHEDULE\*\* EFFECTIVE JANUARY 1, 1994

#### SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
1	Hourly Biweekly Annual*	6.55 524.00 13,666	7.48 596.40 15,606	8.54 683.20 17,818	9.74 779.20 20,322	11.12 889.60 23,201	12.69 1,015.20 26,476	14.49 1,159.20 30,232	16.54 1,323.20 34,509
2	Hourly Biweekly Annual*	6.70 536.00 13,979	7.65 612.00 15,961	8.73 696.80 18,214	9.96 796.80 20,781	11.37 909.60 23,722	12.97 1,037.60 27,061	14.81 1,184.80 30,900	16.91 1,352.80 35,281
3	Hourly Biweekly Annual*	6.85 548.00 14,292	7.82 625.60 16,316	8.92 713.60 18,611	10.18 814.40 21,240	11.62 929.60 24,244	13.26 1,060.80 27,666	15.14 1,211.20 31,588	17.29 1,383.20 36,074
4	Hourly Biweekly Annual*	7.00 560.00 14,605	7.99 639.20 16,670	9.12 729.60 19,028	10.41 832.80 21,719	11.88 950.40 24,786	13.56 1,084.80 28,292	15.48 1,238.40 32,297	17.68 1,414.40 36,888
5	Hourly Biweekly Annual*	7.16 572.80 14,939	8.17 653.60 17,046	9.32 745.60 19,445	10.64 851.20 22,199	12.14 971.20 25,329	13.86 1,108.80 28,918	15.83 1,266.40 33,028	18.07 1,445.60 37,701

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter

"Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.

## APPENDIX C (Continued)

### COMMONWEALTH OF PENNSYLVANIA 40 HOUR STANDARD PAY SCHEDULE\*\* EFFECTIVE JANUARY 1, 1994

#### SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
6	Hourly Biweekly Annual*	7.32 585.60 15,272	8.35 668.00 17,421	9.53 762.40 19,883	10.88 870.40 22,700	12.41 992.80 25,892	14.17 1,133.60 29,564	16.18 1,294.40 33,758	18.47 1,477.60 38,536
7	Hourly Biweekly Annual*	7.48 598.40 15,606	8.54 683.20 17,818	9.74 779.20 20,322	11.12 889.60 23,201	12.69 1,015.20 26,476	14.49 1,159.20 30,232	16.54 1,323.20 34,509	18.88 1,510.40 39,391
8	Hourly Biweekly Annual*	7.65 612.00 15,961	8.73 696.80 18,214	9.96 796.80 20,781	11.37 909.60 23,722	12.97 1,037.60 27,061	14.81 1,184.80 30,900	16.91 1,352.80 35,281	19.30 1,544.00 40,268
9	Hourly Biweekly Annual*	7.82 625.60 16,316	8.92 713.60 18,611	10.18 814.40 21,240	11.62 929.60 24,244	13.26 1,060.80 27,666	15.14 1,211.20 31,588	17.29 1,383.20 36,074	19.73 1,578.40 41,165
10	Hourly Biweekly Annual*	7.99 639.20 16,670	9.12 729.60 19,028	10.41 832.80 21,719	11.88 950.40 24,786	13.56 1,084.80 28,292	15.48 1,238.40 32,297	17.68 1,414.40 36,888	20.17 1,613.60 42,083

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter

"Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.

# **APPENDIX C (Continued)** COMMONWEALTH OF PENNSYLVANIA 40 HOUR STANDARD PAY SCHEDULE\*\* EFFECTIVE JANUARY 1, 1994 SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	
11	Hourly Biweekly Annual*	8.17 653.60 17,046	9.32 745.60 19,445	10.64 851.20 22,199	12.14 971.20 25,329	13.86 1,108.80 28,918	15.83 1,266.40 33,028	18.07 1,445.60 37,701	20.62 1,649.60 43,022	23.53 1,882.40 49,093
12	Hourly Biweekly Annual*	8.35 668.00 17,421	9.53 762.40 19,883	10.88 870.40 22,700	12.41 992.80 25,892	14.17 1,133.60 29,564	16.18 1,294.40 33,758	18.47 1,477.60 38,536	21.08 1,686.40 43,981	24.05 1,924.00 50,178
13	Hourly Biweekly Annual*	8.54 683.20 17,818	9.74 779.20 20,322	11.12 889.60 23,201	12.69 1,015.20 26,476	14.49 1,159.20 30,232	16.54 1,323.20 34,509	18.88 1,510.40 39,391	21.55 1,724.00 44,962	24.59 1,967.20 51,305
14	Hourly Biweekly Annual*	8.73 698.40 18,214	9.96 796.80 20,781	11.37 909.60 23,722	12.97 1,037.60 27,061	14.81 1,184.80 30,900	16.91 1,352.80 35,281	19.30 1,544.00 40,268	22.03 1,762.40 45,963	25.14 2,011.20 52,452
15	Hourly Biweekly Annual*	8.92 713.60 18,611	10.18 814.40 21,240	11.62 929.60 24,244	13.26 1,060.80 27,666	15.14 1,211.20 31,588	17.29 1,383.20 36,074	19.73 1,578.40 41,165	22.52 1,801.60 46,986	25.70 2,056.00 53,620

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.  
\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.

# **APPENDIX C (Continued)** COMMONWEALTH OF PENNSYLVANIA 40 HOUR STANDARD PAY SCHEDULE\*\* EFFECTIVE JANUARY 1, 1994 SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	
16	Hourly Biweekly Annual*	9.12 729.60 19,028	10.41 832.80 21,719	11.88 950.40 24,786	13.56 1,084.80 28,292	15.48 1,238.40 32,297	17.68 1,414.40 36,888	20.17 1,613.60 42,083	23.02 1,841.60 48,029	26.27 2,101.60 54,810
17	Hourly Biweekly Annual*	9.32 745.60 19,445	10.64 851.20 22,199	12.14 971.20 25,329	13.86 1,108.80 28,918	15.83 1,266.40 33,028	18.07 1,445.60 37,701	20.62 1,649.60 43,022	23.53 1,882.40 49,093	26.86 2,148.80 56,041
18	Hourly Biweekly Annual*	9.53 762.40 19,883	10.88 870.40 22,700	12.41 992.80 25,892	14.17 1,133.60 29,564	16.18 1,294.40 33,758	18.47 1,477.60 38,536	21.08 1,686.40 43,981	24.05 1,924.00 50,178	27.46 2,196.80 57,293
19	Hourly Biweekly Annual*	9.74 779.20 20,322	11.12 889.60 23,201	12.69 1,015.20 26,476	14.49 1,159.20 30,232	16.54 1,323.20 34,509	18.88 1,510.40 39,391	21.55 1,724.00 44,962	24.59 1,967.20 51,305	28.07 2,245.60 58,565
20	Hourly Biweekly Annual*	9.96 796.80 20,781	11.37 909.60 23,722	12.97 1,037.60 27,061	14.81 1,184.80 30,900	16.91 1,352.80 35,281	19.30 1,544.00 40,268	22.03 1,762.40 45,963	25.14 2,011.20 52,452	28.70 2,296.00 59,880

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.  
\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.

# APPENDIX D

## COMMONWEALTH OF PENNSYLVANIA

### 37.5 HOUR STANDARD PAY SCHEDULE\*\*

#### EFFECTIVE JULY 1, 1994

#### SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
1	Hourly Biweekly Annual*	7.00 525.00 13,692	7.93 594.75 15,511	8.99 674.25 17,584	10.19 764.25 19,932	11.57 867.75 22,631	13.14 985.50 25,702	15.00 1,125.00 29,340	17.12 1,284.00 33,487	19.54 1,465.50 38,220
2	Hourly Biweekly Annual*	7.15 536.25 13,985	8.10 607.50 15,844	9.18 688.50 17,956	10.41 780.75 20,362	11.82 886.50 23,120	13.42 1,006.50 26,250	15.33 1,149.75 29,985	17.50 1,312.50 34,230	19.98 1,498.50 39,081
3	Hourly Biweekly Annual*	7.30 547.50 14,279	8.27 620.25 16,176	9.37 702.75 18,328	10.63 797.25 20,792	12.07 905.25 23,609	13.72 1,029.00 26,836	15.67 1,175.25 30,651	17.90 1,342.50 35,012	20.42 1,531.50 39,942
4	Hourly Biweekly Annual*	7.45 558.75 14,572	8.44 633.00 16,509	9.57 717.75 18,719	10.86 814.50 21,242	12.33 924.75 24,117	14.03 1,052.25 27,443	16.02 1,201.50 31,335	18.30 1,372.50 35,795	20.88 1,566.00 40,841
5	Hourly Biweekly Annual*	7.61 570.75 14,885	8.62 646.50 16,861	9.77 732.75 19,110	11.09 831.75 21,692	12.59 944.25 24,626	14.35 1,076.25 28,069	16.38 1,228.50 32,039	18.70 1,402.50 36,577	21.34 1,600.50 41,741

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.  
 \*\* Applies to all employees whose work week is 37.5 hours and to employees whose work week exceeds 37.5 hours but who are not eligible to be paid according to the schedule based on a 40 hour work week.

# APPENDIX D (Continued)

## COMMONWEALTH OF PENNSYLVANIA

### 37.5 HOUR STANDARD PAY SCHEDULE\*\*

#### EFFECTIVE JULY 1, 1994

#### SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
6	Hourly Biweekly Annual*	7.77 582.75 15,198	8.80 660.00 17,213	9.98 748.50 19,521	11.33 849.75 22,161	12.86 964.50 25,154	14.67 1,100.25 28,695	16.75 1,256.25 32,763	19.12 1,436.50 37,399	21.82 1,636.50 42,680
7	Hourly Biweekly Annual*	7.93 594.75 15,511	8.99 674.25 17,584	10.19 764.25 19,932	11.57 867.75 22,631	13.14 985.50 25,702	15.00 1,125.00 29,340	17.12 1,284.00 33,487	19.54 1,465.50 38,220	22.30 1,672.50 43,619
8	Hourly Biweekly Annual*	8.10 607.50 15,844	9.18 688.50 17,956	10.41 780.75 20,362	11.82 886.50 23,120	13.42 1,006.50 26,250	15.33 1,149.75 29,985	17.50 1,312.50 34,230	19.98 1,498.50 39,081	22.80 1,710.00 44,597
9	Hourly Biweekly Annual*	8.27 620.25 16,176	9.37 702.75 18,328	10.63 797.25 20,792	12.07 905.25 23,609	13.72 1,029.00 26,836	15.67 1,175.25 30,651	17.90 1,342.50 35,012	20.42 1,531.50 39,942	23.31 1,748.25 45,594
10	Hourly Biweekly Annual*	8.44 633.00 16,509	9.57 717.75 18,719	10.86 814.50 21,242	12.33 924.75 24,117	14.03 1,052.25 27,443	16.02 1,201.50 31,335	18.30 1,372.50 35,795	20.88 1,566.00 40,841	23.83 1,787.25 46,611

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.  
 \*\* Applies to all employees whose work week is 37.5 hours and to employees whose work week exceeds 37.5 hours but who are not eligible to be paid according to the schedule based on a 40 hour work week.

## APPENDIX D (Continued)

### COMMONWEALTH OF PENNSYLVANIA

#### 37.5 HOUR STANDARD PAY SCHEDULE\*\*

EFFECTIVE JULY 1, 1994

#### SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
11	Hourly Biweekly Annual*	8.62 646.50 16,861	9.77 732.75 19,110	11.09 831.75 21,692	12.59 944.25 24,626	14.35 1,076.25 28,069	16.38 1,228.50 32,039	18.70 1,402.50 36,577	21.34 1,600.50 41,741	24.35 1,826.25 47,629
12	Hourly Biweekly Annual*	8.80 660.00 17,213	9.98 748.50 19,521	11.33 849.75 22,161	12.86 964.50 25,154	14.67 1,100.25 28,695	16.75 1,256.25 32,763	19.12 1,434.00 37,399	21.82 1,636.50 42,680	24.89 1,866.75 48,685
13	Hourly Biweekly Annual*	8.99 674.25 17,584	10.19 764.25 19,932	11.57 867.75 22,631	13.14 985.50 25,702	15.00 1,125.00 29,340	17.12 1,284.00 33,487	19.54 1,465.50 38,220	22.30 1,672.50 43,619	25.45 1,908.75 49,780
14	Hourly Biweekly Annual*	9.18 688.50 17,956	10.41 780.75 20,362	11.82 886.50 23,120	13.42 1,006.50 26,250	15.33 1,149.75 29,985	17.50 1,312.50 34,230	19.98 1,498.50 39,081	22.80 1,710.00 44,597	26.02 1,951.50 50,895
15	Hourly Biweekly Annual*	9.37 702.75 18,328	10.63 797.25 20,792	12.07 905.25 23,609	13.72 1,029.00 26,836	15.67 1,175.25 30,651	17.90 1,342.50 35,012	20.42 1,531.50 39,942	23.31 1,748.25 45,594	26.60 1,995.00 52,050

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 37.5 hours and to employees whose work week exceeds 37.5 hours but who are not eligible to be paid according to the schedule based on a 40 hour work week.

## APPENDIX D (Continued)

### COMMONWEALTH OF PENNSYLVANIA

#### 37.5 HOUR STANDARD PAY SCHEDULE\*\*

EFFECTIVE JULY 1, 1994

#### SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
16	Hourly Biweekly Annual*	9.57 717.75 18,719	10.86 814.50 21,242	12.33 924.75 24,117	14.03 1,052.25 27,443	16.02 1,201.50 31,335	18.30 1,372.50 35,795	20.88 1,566.00 40,841	23.83 1,787.25 46,611	27.19 2,039.25 53,184
17	Hourly Biweekly Annual*	9.77 732.75 19,110	11.09 831.75 21,692	12.59 944.25 24,626	14.35 1,076.25 28,069	16.38 1,228.50 32,039	18.70 1,402.50 36,577	21.34 1,600.50 41,741	24.35 1,826.25 47,629	27.80 2,085.00 54,377
18	Hourly Biweekly Annual*	9.98 748.50 19,521	11.33 849.75 22,161	12.86 964.50 25,154	14.67 1,100.25 28,695	16.75 1,256.25 32,763	19.12 1,434.00 37,399	21.82 1,636.50 42,680	24.89 1,866.75 48,685	28.42 2,131.50 53,590
19	Hourly Biweekly Annual*	10.19 764.25 19,932	11.57 867.75 22,631	13.14 985.50 25,702	15.00 1,125.00 29,340	17.12 1,284.00 33,487	19.54 1,465.50 38,220	22.30 1,672.50 43,619	25.45 1,908.75 49,780	29.05 2,178.75 56,822
20	Hourly Biweekly Annual*	10.41 780.75 20,362	11.82 886.50 23,120	13.42 1,006.50 26,250	15.33 1,149.75 29,985	17.50 1,312.50 34,230	19.98 1,498.50 39,081	22.80 1,710.00 44,597	26.02 1,951.50 50,895	29.70 2,227.50 58,093

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 37.5 hours and to employees whose work week exceeds 37.5 hours but who are not eligible to be paid according to the schedule based on a 40 hour work week.

# APPENDIX D

## COMMONWEALTH OF PENNSYLVANIA

### 40 HOUR STANDARD PAY SCHEDULE\*\*

#### EFFECTIVE JULY 1, 1994

#### SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	
1	Hourly Biweekly Annual*	7.00 560.00 14,605	7.93 634.40 16,545	8.99 719.20 18,757	10.19 815.20 21,260	11.57 925.60 24,140	13.14 1,051.20 27,415	15.00 1,200.00 31,296	17.12 1,369.60 35,719	19.54 1,563.20 40,768
2	Hourly Biweekly Annual*	7.15 572.00 14,918	8.10 648.00 16,900	9.18 734.40 19,153	10.41 832.80 21,719	11.82 945.60 24,661	13.42 1,073.60 27,999	15.33 1,226.40 31,985	17.50 1,400.00 36,512	19.98 1,598.40 41,686
3	Hourly Biweekly Annual*	7.30 584.00 15,231	8.27 661.60 17,255	9.37 749.60 19,550	10.63 850.40 22,178	12.07 965.60 25,183	13.72 1,097.60 28,625	15.67 1,253.60 32,694	17.90 1,432.00 37,347	20.42 1,633.60 42,604
4	Hourly Biweekly Annual*	7.45 596.00 15,544	8.44 675.20 17,609	9.57 765.60 19,967	10.86 868.80 22,658	12.33 986.40 25,725	14.03 1,122.40 29,272	16.02 1,281.60 33,424	18.30 1,464.00 38,181	20.88 1,670.40 43,564
5	Hourly Biweekly Annual*	7.61 608.80 15,878	8.62 689.60 17,985	9.77 781.60 20,384	11.09 887.20 23,138	12.59 1,007.20 26,268	14.35 1,148.00 29,940	16.38 1,310.40 34,175	18.70 1,496.00 39,016	21.34 1,707.20 44,524

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.

# APPENDIX D (Continued)

## COMMONWEALTH OF PENNSYLVANIA

### 40 HOUR STANDARD PAY SCHEDULE\*\*

#### EFFECTIVE JULY 1, 1994

#### SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
6	Hourly	7.77	8.80	9.98	11.33	12.86	14.67	16.75	19.12
	Biweekly	621.60	704.00	798.40	906.40	1,028.80	1,173.60	1,340.00	1,529.60
	Annual*	16,211	18,360	20,822	23,639	26,831	30,607	34,947	39,892
7	Hourly	7.93	8.99	10.19	11.57	13.14	15.00	17.12	19.54
	Biweekly	634.40	719.20	815.20	925.60	1,051.20	1,200.00	1,369.60	1,563.20
	Annual*	16,545	18,757	21,260	24,140	27,415	31,296	35,719	40,768
8	Hourly	8.10	9.18	10.41	11.82	13.42	15.33	17.50	19.98
	Biweekly	648.00	734.40	832.80	945.60	1,073.60	1,226.40	1,400.00	1,598.40
	Annual*	16,900	19,153	21,719	24,661	27,999	31,985	36,512	41,686
9	Hourly	8.27	9.37	10.63	12.07	13.72	15.67	17.90	20.42
	Biweekly	661.60	749.60	850.40	965.60	1,097.60	1,253.60	1,432.00	1,633.60
	Annual*	17,255	19,550	22,178	25,183	28,625	32,694	37,347	42,604
10	Hourly	8.44	9.57	10.86	12.33	14.03	16.02	18.30	20.88
	Biweekly	675.20	765.60	868.80	986.40	1,122.40	1,281.60	1,464.00	1,670.40
	Annual*	17,609	19,967	22,658	25,725	29,272	33,424	38,181	43,564

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.

# **APPENDIX D (Continued)** **COMMONWEALTH OF PENNSYLVANIA** **40 HOUR STANDARD PAY SCHEDULE\*\*** **EFFECTIVE JULY 1, 1994** **SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	
11	Hourly Biweekly Annual*	8.62 689.60 17,985	9.77 781.60 20,384	11.09 887.20 23,138	12.59 1,007.20 26,268	14.35 1,148.00 29,940	16.38 1,310.40 34,175	18.70 1,496.00 39,016	21.34 1,707.20 44,524	24.35 1,948.00 50,804
12	Hourly Biweekly Annual*	8.80 704.00 18,360	9.98 798.40 20,822	11.33 906.40 23,639	12.86 1,028.80 26,831	14.67 1,173.60 30,607	16.75 1,340.00 34,947	19.12 1,529.60 39,892	21.82 1,745.60 45,525	24.89 1,991.20 51,930
13	Hourly Biweekly Annual*	8.99 719.20 18,757	10.19 815.20 21,260	11.57 925.60 24,140	13.14 1,051.20 27,415	15.00 1,200.00 31,296	17.12 1,369.60 35,719	19.54 1,563.20 40,768	22.30 1,784.00 46,527	25.45 2,036.00 53,099
14	Hourly Biweekly Annual*	9.18 734.40 19,153	10.41 832.80 21,719	11.82 945.60 24,661	13.42 1,073.60 27,999	15.33 1,226.40 31,985	17.50 1,400.00 36,512	19.98 1,598.40 41,686	22.80 1,824.00 47,570	26.02 2,081.60 54,288
15	Hourly Biweekly Annual*	9.37 749.60 19,550	10.63 850.40 22,178	12.07 965.60 25,183	13.72 1,097.60 28,625	15.67 1,253.60 32,694	17.90 1,432.00 37,347	20.42 1,633.60 42,604	23.31 1,864.80 48,634	26.60 2,128.00 55,498

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.  
 \*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.

# **APPENDIX D (Continued)** **COMMONWEALTH OF PENNSYLVANIA** **40 HOUR STANDARD PAY SCHEDULE\*\*** **EFFECTIVE JULY 1, 1994** **SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	
16	Hourly Biweekly Annual*	9.57 765.60 19,967	10.86 868.80 22,658	12.33 986.40 25,725	14.03 1,122.40 29,272	16.02 1,281.60 33,424	18.30 1,464.00 38,181	20.88 1,670.40 43,564	23.83 1,906.40 49,719	27.19 2,175.20 56,729
17	Hourly Biweekly Annual*	9.77 781.60 20,384	11.09 887.20 23,138	12.59 1,007.20 26,268	14.35 1,148.00 29,940	16.38 1,310.40 34,175	18.70 1,496.00 39,016	21.34 1,707.20 44,524	24.35 1,948.00 50,804	27.80 2,224.00 58,002
18	Hourly Biweekly Annual*	9.98 798.40 20,822	11.33 906.40 23,639	12.86 1,028.80 26,831	14.67 1,173.60 30,607	16.75 1,340.00 34,947	19.12 1,529.60 39,892	21.82 1,745.60 45,525	24.89 1,991.20 51,930	28.42 2,273.60 59,295
19	Hourly Biweekly Annual*	10.19 815.20 21,260	11.57 925.60 24,140	13.14 1,051.20 27,415	15.00 1,200.00 31,296	17.12 1,369.60 35,719	19.54 1,563.20 40,768	22.30 1,784.00 46,527	25.45 2,036.00 53,099	29.05 2,324.00 60,610
20	Hourly Biweekly Annual*	10.41 832.80 21,719	11.82 945.60 24,661	13.42 1,073.60 27,999	15.33 1,226.40 31,985	17.50 1,400.00 36,512	19.98 1,598.40 41,686	22.80 1,824.00 47,570	26.02 2,081.60 54,288	29.70 2,376.00 61,966

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.  
 \*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.



## APPENDIX E

### COMMONWEALTH OF PENNSYLVANIA 37.5 HOUR STANDARD PAY SCHEDULE\*\* EFFECTIVE JULY 1, 1995 SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
1	Hourly Biweekly Annual*	7.45 558.75 14,572	8.38 628.50 16,391	9.44 708.00 18,465	10.64 798.00 20,812	12.02 901.50 23,511	13.60 1,020.00 26,602	15.53 1,164.75 30,377	17.72 1,329.00 34,660	20.22 1,516.50 39,550
2	Hourly Biweekly Annual*	7.60 570.00 14,866	8.55 641.25 16,724	9.63 722.25 18,836	10.86 814.50 21,242	12.27 920.25 24,000	13.89 1,041.75 27,169	15.87 1,190.25 31,042	18.11 1,358.25 35,423	20.68 1,551.00 40,450
3	Hourly Biweekly Annual*	7.75 581.25 15,159	8.72 654.00 17,056	9.82 736.50 19,208	11.08 831.00 21,672	12.52 939.00 24,489	14.20 1,065.00 27,775	16.22 1,216.50 31,726	18.53 1,389.75 36,245	21.13 1,584.75 41,330
4	Hourly Biweekly Annual*	7.90 592.50 15,452	8.89 666.75 17,389	10.02 751.50 19,599	11.31 848.25 22,122	12.78 958.50 24,998	14.52 1,089.00 28,401	16.58 1,243.50 32,430	18.94 1,420.50 37,047	21.61 1,620.75 42,269
5	Hourly Biweekly Annual*	8.06 604.50 15,765	9.07 680.25 17,741	10.22 766.50 19,990	11.54 865.50 22,572	13.04 978.00 25,506	14.85 1,113.75 29,047	16.95 1,271.25 33,154	19.35 1,451.25 37,849	22.09 1,656.75 43,208

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.  
\*\* Applies to all employees whose work week is 37.5 hours and to employees whose work week exceeds 37.5 hours but who are not eligible to be paid according to the schedule based on a 40 hour work week.

## APPENDIX E (Continued)

### COMMONWEALTH OF PENNSYLVANIA 37.5 HOUR STANDARD PAY SCHEDULE\*\* EFFECTIVE JULY 1, 1995 SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
6	Hourly Biweekly Annual*	8.22 616.50 16,078	9.25 693.75 18,093	10.43 782.25 20,401	11.78 883.50 23,042	13.31 998.25 26,084	15.18 1,138.50 29,692	17.34 1,300.50 33,917	19.79 1,484.25 38,709	22.58 1,693.50 44,166
7	Hourly Biweekly Annual*	8.38 628.50 16,391	9.44 708.00 18,465	10.64 798.00 20,812	12.02 901.50 23,511	13.60 1,020.00 26,602	15.53 1,164.75 30,377	17.72 1,329.00 34,660	20.22 1,516.50 39,550	23.08 1,731.00 45,144
8	Hourly Biweekly Annual*	8.55 641.25 16,724	9.63 722.25 18,836	10.86 814.50 21,242	12.27 920.25 24,000	13.89 1,041.75 27,169	15.87 1,190.25 31,042	18.11 1,358.25 35,423	20.68 1,551.00 40,450	23.60 1,770.00 46,162
9	Hourly Biweekly Annual*	8.72 654.00 17,056	9.82 736.50 19,208	11.08 831.00 21,672	12.52 939.00 24,489	14.20 1,065.00 27,775	16.22 1,216.50 31,726	18.53 1,389.75 36,245	21.13 1,584.75 41,330	24.13 1,809.75 47,198
10	Hourly Biweekly Annual*	8.89 666.75 17,389	10.02 751.50 19,599	11.31 848.25 22,122	12.78 958.50 24,998	14.52 1,089.00 28,401	16.58 1,243.50 32,430	18.94 1,420.50 37,047	21.61 1,620.75 42,269	24.66 1,849.50 48,235

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.  
\*\* Applies to all employees whose work week is 37.5 hours and to employees whose work week exceeds 37.5 hours but who are not eligible to be paid according to the schedule based on a 40 hour work week.

# **APPENDIX E (Continued)** **COMMONWEALTH OF PENNSYLVANIA** **37.5 HOUR STANDARD PAY SCHEDULE\*\*** **EFFECTIVE JULY 1, 1995**

## **SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
11	Hourly Biweekly Annual*	9.07 680.25 17,741	10.22 766.50 19,990	11.54 865.50 22,572	13.04 978.00 25,506	14.85 1,113.75 29,047	16.95 1,271.25 31,154	19.35 1,451.25 37,849	22.09 1,656.75 43,208	25.20 1,890.00 49,291
12	Hourly Biweekly Annual*	9.25 693.75 18,093	10.43 782.25 20,401	11.78 883.50 23,042	13.31 998.25 26,034	15.18 1,138.50 29,692	17.34 1,300.50 33,917	19.79 1,484.25 38,709	22.58 1,693.50 44,166	25.76 1,932.00 50,387
13	Hourly Biweekly Annual*	9.44 708.00 18,465	10.64 798.00 20,812	12.02 901.50 23,511	13.60 1,020.00 26,602	15.53 1,164.75 30,377	17.72 1,329.00 34,660	20.22 1,516.50 39,550	23.08 1,731.00 45,144	26.34 1,975.50 51,521
14	Hourly Biweekly Annual*	9.63 722.25 18,836	10.86 814.50 21,242	12.27 920.25 24,000	13.89 1,041.75 27,169	15.87 1,190.25 31,042	18.11 1,358.25 35,423	20.68 1,551.00 40,450	23.60 1,770.00 46,162	26.93 2,019.75 52,675
15	Hourly Biweekly Annual*	9.82 736.50 19,208	11.08 831.00 21,672	12.52 939.00 24,489	14.20 1,065.00 27,775	16.22 1,216.50 31,726	18.53 1,389.75 36,245	21.13 1,584.75 41,330	24.13 1,809.75 47,198	27.53 2,064.75 53,849

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 37.5 hours and to employees whose work week exceeds 37.5 hours but who are not eligible to be paid according to the schedule based on a 40 hour work week.

# **APPENDIX E (Continued)** **COMMONWEALTH OF PENNSYLVANIA** **37.5 HOUR STANDARD PAY SCHEDULE\*\*** **EFFECTIVE JULY 1, 1995**

## **SCHEDULE S**

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9	PAY RANGE 10
16	Hourly Biweekly Annual*	10.02 751.50 19,599	11.31 848.25 22,122	12.78 958.50 24,998	14.52 1,089.00 28,401	16.58 1,243.50 32,430	18.94 1,420.50 37,047	21.61 1,620.75 42,269	24.66 1,849.50 48,235	28.14 2,110.50 55,042
17	Hourly Biweekly Annual*	10.22 766.50 19,990	11.54 865.50 22,572	13.04 978.00 25,506	14.85 1,113.75 29,047	16.95 1,271.25 33,154	19.35 1,451.25 37,849	22.09 1,656.75 43,208	25.20 1,890.00 49,291	28.77 2,157.75 56,274
18	Hourly Biweekly Annual*	10.43 782.25 20,401	11.78 883.50 23,042	13.31 998.25 26,034	15.18 1,138.50 29,692	17.34 1,300.50 33,917	19.79 1,484.25 38,709	22.58 1,693.50 44,166	25.76 1,932.00 50,387	29.41 2,205.75 57,526
19	Hourly Biweekly Annual*	10.64 798.00 20,812	12.02 901.50 23,511	13.60 1,020.00 26,602	15.53 1,164.75 30,377	17.72 1,329.00 34,660	20.22 1,516.50 39,550	23.08 1,731.00 45,144	26.34 1,975.50 51,521	30.07 2,255.25 58,817
20	Hourly Biweekly Annual*	10.86 814.50 21,242	12.27 920.25 24,000	13.89 1,041.75 27,169	15.87 1,190.25 31,042	18.11 1,358.25 35,423	20.68 1,551.00 40,450	23.60 1,770.00 46,162	26.93 2,019.75 52,675	30.74 2,305.50 60,127

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 37.5 hours and to employees whose work week exceeds 37.5 hours but who are not eligible to be paid according to the schedule based on a 40 hour work week.

# APPENDIX E

## COMMONWEALTH OF PENNSYLVANIA

### 40 HOUR STANDARD PAY SCHEDULE\*\*

#### EFFECTIVE JULY 1, 1995

#### SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
1	Hourly	7.45	8.38	9.44	10.64	12.02	13.60	15.53	17.72
	Biweekly	596.00	670.40	755.20	851.20	961.60	1,088.00	1,242.40	1,417.60
	Annual*	15,544	17,484	19,696	22,199	25,079	28,375	32,402	36,971
2	Hourly	7.60	8.55	9.63	10.86	12.27	13.89	15.87	18.11
	Biweekly	608.00	684.00	770.40	868.80	981.60	1,111.20	1,269.60	1,454.80
	Annual*	15,857	17,839	20,092	22,658	25,600	28,980	33,111	37,785
3	Hourly	7.75	8.72	9.82	11.08	12.52	14.20	16.22	18.53
	Biweekly	620.00	697.60	785.60	886.40	1,001.60	1,136.00	1,297.60	1,482.40
	Annual*	16,170	18,193	20,488	23,117	26,122	29,627	33,841	38,661
4	Hourly	7.90	8.89	10.02	11.31	12.78	14.52	16.58	18.94
	Biweekly	632.00	711.20	801.60	904.80	1,022.40	1,161.60	1,326.40	1,515.20
	Annual*	16,483	18,548	20,906	23,597	26,664	30,295	34,593	39,516
5	Hourly	8.06	9.07	10.22	11.54	13.04	14.85	16.95	19.35
	Biweekly	644.80	725.60	817.60	923.20	1,043.20	1,188.00	1,356.00	1,548.00
	Annual*	16,816	18,924	21,323	24,077	27,207	30,983	35,564	40,372

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.

# APPENDIX E (Continued)

## COMMONWEALTH OF PENNSYLVANIA

### 40 HOUR STANDARD PAY SCHEDULE\*\*

#### EFFECTIVE JULY 1, 1995

#### SCHEDULE S

PAY STEP	PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
6	Hourly	8.22	9.25	10.43	11.78	13.31	15.18	17.34	19.79
	Biweekly	657.60	740.00	834.40	942.40	1,064.80	1,214.40	1,387.20	1,583.20
	Annual*	17,150	19,299	21,761	24,578	27,770	31,672	36,178	41,290
7	Hourly	8.38	9.44	10.64	12.02	13.60	15.53	17.72	20.22
	Biweekly	670.40	755.20	851.20	961.60	1,088.00	1,242.40	1,417.60	1,617.60
	Annual*	17,484	19,696	22,199	25,079	28,375	32,402	36,971	42,187
8	Hourly	8.55	9.63	10.86	12.27	13.89	15.87	18.11	20.68
	Biweekly	684.00	770.40	868.80	981.60	1,111.20	1,269.60	1,448.80	1,654.40
	Annual*	17,839	20,092	22,658	25,600	28,980	33,111	37,785	43,147
9	Hourly	8.72	9.82	11.08	12.52	14.20	16.22	18.53	21.13
	Biweekly	697.60	785.60	886.40	1,001.60	1,136.00	1,297.60	1,482.40	1,690.40
	Annual*	18,193	20,488	23,117	26,122	29,627	33,841	38,661	44,086
10	Hourly	8.89	10.02	11.31	12.78	14.52	16.58	18.94	21.61
	Biweekly	711.20	801.60	904.80	1,022.40	1,161.60	1,326.40	1,515.20	1,728.80
	Annual*	18,548	20,906	23,597	26,664	30,295	34,593	39,516	45,087

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

\*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.

# **APPENDIX E (Continued)** **COMMONWEALTH OF PENNSYLVANIA** **40 HOUR STANDARD PAY SCHEDULE\*\*** **EFFECTIVE JULY 1, 1995** **SCHEDULE S**

PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
11	Hourly Biweekly Annual*	9.07 725.60 18,924	10.22 817.60 21,323	11.54 923.20 24,077	13.04 1,043.20 27,207	14.85 1,188.00 30,983	16.95 1,356.00 35,364	19.35 1,548.00 40,372	22.09 1,767.20 46,089	25.20 2,016.00 52,577
12	Hourly Biweekly Annual*	9.25 740.00 19,299	10.43 834.40 21,761	11.78 942.40 24,578	13.31 1,064.80 27,770	15.18 1,214.40 31,672	17.34 1,387.20 36,178	19.79 1,583.20 41,290	22.58 1,806.40 47,111	25.76 2,060.80 53,746
13	Hourly Biweekly Annual*	9.44 755.20 19,696	10.64 851.20 22,199	12.02 961.60 25,079	13.60 1,088.00 28,375	15.53 1,242.40 32,402	17.72 1,417.60 36,971	20.22 1,617.60 42,187	23.08 1,846.40 48,154	26.34 2,107.20 54,956
14	Hourly Biweekly Annual*	9.63 770.40 20,092	10.86 868.80 22,658	12.27 981.60 25,600	13.89 1,111.20 28,980	15.87 1,269.60 33,111	18.11 1,448.80 37,785	20.68 1,654.40 43,147	23.60 1,888.00 49,239	26.93 2,154.40 56,187
15	Hourly Biweekly Annual*	9.82 785.60 20,488	11.08 886.40 23,117	12.52 1,001.60 26,122	14.20 1,136.00 29,627	16.22 1,297.60 33,841	18.53 1,482.40 38,661	21.13 1,690.40 44,086	24.13 1,930.40 50,345	27.53 2,202.40 57,439

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.  
 \*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter  
 --Attendance, Holidays, and Leave, -- Title 4, Pennsylvania Code.

# **APPENDIX E (Continued)** **COMMONWEALTH OF PENNSYLVANIA** **40 HOUR STANDARD PAY SCHEDULE\*\*** **EFFECTIVE JULY 1, 1995** **SCHEDULE S**

PAY STEP		PAY RANGE 1	PAY RANGE 2	PAY RANGE 3	PAY RANGE 4	PAY RANGE 5	PAY RANGE 6	PAY RANGE 7	PAY RANGE 8	PAY RANGE 9
16	Hourly Biweekly Annual*	10.02 801.60 20,906	11.31 904.80 23,597	12.78 1,022.40 26,664	14.52 1,161.60 30,295	16.58 1,326.40 34,593	18.94 1,515.20 39,516	21.61 1,728.80 45,087	24.66 1,972.80 51,451	28.14 2,251.20 58,711
17	Hourly Biweekly Annual*	10.22 817.60 21,323	11.54 923.20 24,077	13.04 1,043.20 27,207	14.85 1,188.00 30,983	16.95 1,356.00 35,364	19.35 1,548.00 40,372	22.09 1,767.20 46,089	25.20 2,016.00 52,577	28.77 2,301.60 60,026
18	Hourly Biweekly Annual*	10.43 834.40 21,761	11.78 942.40 24,578	13.31 1,064.80 27,770	15.18 1,214.40 31,672	17.34 1,387.20 36,178	19.79 1,583.20 41,290	22.58 1,806.40 47,111	25.76 2,060.80 53,746	29.41 2,352.80 61,361
19	Hourly Biweekly Annual*	10.64 851.20 22,199	12.02 961.60 25,079	13.60 1,088.00 28,375	15.53 1,242.40 32,402	17.72 1,417.60 36,971	20.22 1,617.60 42,187	23.08 1,846.40 48,154	26.34 2,107.20 54,956	30.07 2,405.60 62,738
20	Hourly Biweekly Annual*	10.86 868.80 22,658	12.27 981.60 25,600	13.89 1,111.20 28,980	15.87 1,269.60 33,111	18.11 1,448.80 37,785	20.68 1,654.40 43,147	23.60 1,888.00 49,239	26.93 2,154.40 56,187	30.74 2,459.20 64,136

\* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.  
 \*\* Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter  
 --Attendance, Holidays, and Leave, -- Title 4, Pennsylvania Code.

## APPENDIX F

### CLASSIFICATION TITLES BY BARGAINING UNIT

#### MAINTENANCE AND TRADES UNIT Non-Professional, Non-Supervisory

Class Code	Class Title	Pay Range
50000	Farm Worker I .....	2
50010	Farm Worker II .....	3
50110	Dairy Worker I .....	2
50510	Florist I .....	2
50710	Groundskeeper .....	2
53980	Forest Insect Pest Aide I .....	2
53990	Forest Insect Pest Aide II .....	3
54010	Forest Lookout .....	2
54030	Forest Patrolman .....	2
60127	Game Lands Maintenance Worker I .....	3
60128	Game Lands Maintenance Worker II .....	4
61020	Fish Culturist .....	3
61310	Game Propagator I .....	3
90010	Laborer .....	2
90020	Highway Maintenance Worker .....	2
90030	Semi-skilled Laborer .....	3
90110	Labor Foreman I .....	3
91010	Highway Foreman I .....	3
91110	Highway Sign Worker .....	3
91210	Sign Technician .....	3
91211	Lead Sign Technician .....	2
91360	Transportation Equipment Operator Trainee .....	2
91380	Transportation Equipment Operator A ...	3
91400	Transportation Equipment Operator B ...	4
91410	Tunnel Maintainer I .....	4

Class Code	Class Title	Pay Range
92100	Equipment Operator A .....	3
92110	Equipment Operator B .....	4
92131	Transportation Equipment Operator Instructor .....	5
92310	Drill Operator I .....	3
93000	Tradesman Helper .....	3
93010	Automotive Serviceman .....	2
93080	Equipment Body Repairer and Painter ...	4
93110	Automotive Mechanic .....	4
93112	Automotive Vehicle Recovery Mechanic .	4
93130	Diesel Mechanic .....	4
93230	Aircraft Mechanic .....	6
93235	Helicopter Mechanic .....	6
93300	Pennsylvania State Police Gunsmith .....	4
93310	Machinist .....	4
93410	Welder .....	4
93450	Locksmith .....	4
93710	Office Equipment Repairman .....	4
93800	Orthotics Appliance Apprentice .....	4
93810	Orthotics Appliance Technician .....	5
93820	Orthotics Appliance Assistant .....	5
93860	Prosthetics Appliance Technician .....	5
93870	Prosthetics Appliance Assistant .....	5
93900	Adaptive Equipment Technician .....	4
94010	Carpenter .....	4
94070	Cabinet Maker .....	4
94110	Roofer-Tinsmith .....	4
94210	Mason .....	4
94220	Cement Finisher .....	4
94250	Plasterer .....	4
94310	Plumber .....	4
94370	Steamfitter .....	4
94390	High Voltage Electrician .....	5

Class Code	Class Title	Pay Range
94410	Electrician .....	4
94510	Painter .....	4
94550	Decorator Sign Painter .....	4
94610	Maintenance Repairman I .....	3
94620	Maintenance Repairman II .....	4
95120	Vector Control Specialist .....	3
95410	Barber I .....	4
95510	Cosmetologist I .....	4
96020	Photographic Specialist I .....	4
96030	Photographic Specialist II .....	5
96070	Forensic Photographer .....	5
96080	Micrographics Technician .....	4
96120	Photolithographer I .....	3
96160	Copy Machine Operator I .....	2
96240	Micrographics Technician Trainee .....	3
96312	Lithograph Press Operator I .....	3
96313	Lithograph Press Operator II .....	4
96420	Paper Cutter .....	3
96430	Printer I .....	4
96610	Film Exhibits Technician .....	3
96660	Bindery Worker I .....	2
96670	Bindery Worker II .....	3
97010	Utility Plant Helper .....	2
97110	Utility Plant Operator I .....	3
97120	Utility Plant Operator II .....	4
97270	Water Treatment Plant Operator Trainee .	3
97280	Sewage Treatment Plant Operator Trainee	3
97290	Mine Drainage Treatment Plant Operator Trainee .....	3
97300	Water Treatment Plant Operator .....	4
97310	Sewage Plant Operator .....	4
97320	Mine Drainage Treatment Plant Operator.	4
97720	Refrigeration Mechanic .....	4

Class Code	Class Title	Pay Range
97730	Temperature Control Technician .....	4
97810	Plant Mechanic .....	4
98510	Upholsterer .....	4
U2920	Second Mate, Flagship Niagara .....	7
U2930	Engineer, Flagship Niagara .....	7
U2940	Sailmaker, Flagship Niagara .....	5
U2950	Coxswain, Flagship Niagara .....	5
U2960	Steward, Flagship Niagara .....	4
U2970	Able-Bodied Sailor, Flagship Niagara ....	4

**CLERICAL, ADMINISTRATIVE  
AND FISCAL UNIT  
Non-Professional, Non-Supervisory**

Class Code	Class Title	Pay Range
00010	Messenger .....	2
00030	Intermittent Clerk II .....	3
00060	Intermittent Clerk Typist II .....	2
00110	Clerk I .....	2
00120	Clerk II .....	3
00130	Clerk III .....	4
00210	Clerk Typist I .....	2
00220	Clerk Typist II .....	3
00230	Clerk Typist III .....	4
00380	Hearing Stenographer .....	4
00410	Clerk Stenographer I .....	2
00420	Clerk Stenographer II .....	3
00430	Clerk Stenographer III .....	4
00450	Switchboard Operator I .....	2
00460	Switchboard Operator II .....	3

Class Code	Class Title	Pay Range
00610	Calculating Machine Operator .....	2
00710	Fiscal Assistant .....	4
00720	Fiscal Technician .....	5
01310	Data Analyst I .....	3
01320	Data Analyst II .....	4
01354	Panel Service Analyst .....	5
01410	Data Recording Machine Operator .....	3
01520	Tabulating Machine Operator II .....	3
01580	Tabulating Equipment Technician .....	4
01720	Computer Programmer I .....	5
01730	Computer Programmer II .....	6
01740	Computer Programmer III .....	7
01810	Computer Operator I .....	4
01820	Computer Operator II .....	5
02010	Canteen Clerk .....	3
02410	Stock Clerk I .....	2
02420	Stock Clerk II .....	3
02430	Stock Clerk III .....	4
02530	Surplus Property Agent .....	5
02570	Food Distribution Representative I .....	5
02610	Purchasing Agent I .....	5
03000	Accounting Assistant .....	4
03660	Tax Examiner I .....	4
03670	Tax Examiner II .....	5
03731	Corporation Tax Accountant Technician ..	5
03820	Real Estate Valuation Analyst .....	5
03852	Sales and Use Tax Specialist Rev .....	5
04510	Insurance Complaints Specialist .....	7
05410	Statistical Assistant .....	4
05942	Tourist Information Counselor .....	3
06703	Unemployment Compensation Tax Technician Trainee .....	4

Class Code	Class Title	Pay Range
06704	Unemployment Compensation Tax Technician .....	5
07010	Legal Assistant I .....	4
07020	Legal Assistant II .....	5
07510	Driver Safety Examiner .....	4
07521	Taxpayer Assistance Technician .....	4
07540	Tax Appeals Reviewer .....	5
09110	Language Interpreter .....	3
09230	Collective Bargaining Elections Investigator .....	5
09420	Real Estate Representative .....	6
09551	Retire Technician Trainee .....	4
09552	Retire Technician .....	5
17610	Radio-Telephone Communications Assistant .....	3
22010	Education Certification Evaluator .....	5
25010	Library Helper .....	2
25030	Library Assistant I .....	3
25040	Library Assistant II .....	4
26510	Tourist Guide .....	3
26610	Custodial Guide I .....	3
39000	Medical Records Assistant .....	4
39620	Medical Assistance Program Worker I ..	3
39630	Medical Assistance Program Worker II ..	4
47611	Records Specialist I .....	4
47612	Records Specialist II .....	5
70382	State Workmens Insurance Fund Claims Review .....	5
70385	State Workmens Insurance Fund Reservist	6
70390	State Workmens Insurance Fund Underwr. Tech. ....	5
72020	Fingerprint Technician .....	4
73020	Police Communications Operator .....	4

Class Code	Class Title	Pay Range
73021	PA Game Commission Dispatcher .....	4
96210	Composition Typist I .....	3
96510	Forms Designer I .....	4
96520	Forms Designer II .....	5
96580	Forms Layout Specialist I .....	3
96590	Forms Layout Specialist II .....	4

### HUMAN SERVICES UNIT Non-Professional, Non-Supervisory

Class Code	Class Title	Pay Range
20010	Musician .....	3
20130	Dorm Counselor .....	4
20150	Teacher Aide .....	3
30000	Aide Trainee .....	2
30010	Psychiatric Aide .....	3
30080	Restoration Aide .....	3
30250	Licensed Practical Nurse .....	4
30280	Public Health Assistant .....	3
30320	Nurses Aide .....	3
31160	Licensed Occupational Therapy Assistant .	4
31290	Registered/Physical Therapist Assistant ..	4
31360	Therapeutic Activities Aide .....	3
31420	Residential Services Aide, M.R. ....	3
31660	Physical Therapy Aide .....	3
31740	Military Affairs Activity Assistant .....	3
32190	Nuclear Medicine Technician .....	4
32200	X-Ray Assistant .....	2
32210	X-Ray Technologist I .....	3
32220	X-Ray Technologist II .....	4
32700	Pharmacy Assistant .....	3



Class Code	Class Title	Pay Range
32810	Electrocardiograph Technician .....	3
32830	Electroencephalograph Technician .....	3
32850	Inhalation Therapy Technician .....	3
32860	Inhalation Therapist .....	4
33910	Dental Assistant .....	2
33960	Dental Hygienist .....	4
33970	Dental Technician .....	3
34120	Public Health Dental Hygienist Consultant	7
41790	Youth Develoipment Aide .....	4
48100	Pre-release Control Monitor .....	3
48120	Houseparent .....	3
48190	Foster Grandparent .....	1
49070	State Work Program Trainee .....	1
49080	Public Services Trainee, Clerical Services	1
49090	Public Services Trainee, Human Services	1
49100	Public Services Trainee, Patient Care ....	1
49110	Public Services Trainee, Technical Services	1
49120	Public Services Trainee, Trades .....	1
80030	Maid .....	2
80050	Housemother .....	3
80090	Executive Butler .....	4
80210	Custodial Worker I .....	2
80220	Custodial Worker II .....	3
81010	Food Service Worker I .....	2
81020	Food Service Worker II .....	3
81150	Cook I .....	3
81160	Cook II .....	4
82010	Laundry Worker .....	2
82110	Laundry Washman .....	3
82310	Clothing Room Attendant .....	2
82410	Seamstress .....	2

## TECHNICAL SERVICES UNIT Non-Professional, Non-Supervisory

Class Code	Class Title	Pay Range
09711	Airport Inspector .....	6
10010	Environmental Projects Inspector I .....	4
10020	Environmental Projects Inspector II .....	5
10180	Drafter .....	4
10190	Draftsman Designer .....	5
10210	Transportation Technician .....	4
10300	Highway Drafter .....	5
10301	Highway Draftsman Designer .....	6
10310	Highway Designer .....	7
10320	Senior Highway Designer .....	8
10510	Cartographic Draftsman I .....	4
10520	Cartographic Draftsman II .....	5
10580	Technical Assistant .....	2
10620	Transportation Construction Inspector ....	5
10631	Bridge Inspector Crane Technician .....	5
10700	Building Construction Inspector .....	5
10710	Electrical Construction Inspector .....	5
10720	Mechanical Construction Inspector .....	5
10790	Bridge and Structural Designer .....	7
10830	Traffic Control Technician I .....	4
10840	Traffic Control Technician II .....	5
11240	Construction Cost Technician I .....	4
11658	Transportation Planning Technician I ....	4
11659	Transportation Planning Technician II ...	5
11800	Roadside Technician I .....	4
11810	Roadside Technician II .....	5
12010	Engineering Technician .....	4
12120	Aerial Photographic Technician I .....	4
12121	Aerial Photographic Technician II .....	5
12131	Photogrammetrist I .....	4

Class Code	Class Title	Pay Range
12141	Photogrammetrist II .....	5
12220	Transportation Survey Technician .....	5
12260	Surveyor Technician I .....	3
12270	Surveyor Technician II .....	4
12360	Forensic Firearm and Tool Mark Specialist	7
12510	Roadway Programs Technician I .....	4
12511	Roadway Programs Technician II .....	5
13030	Hydraulic Engineer Technician I .....	4
13040	Hydraulic Engineer Technician II .....	5
15110	Chemistry Technician .....	4
15510	Materials Technician I .....	4
15520	Materials Technician II .....	5
17147	Real Estate Technician .....	5
17148	Real Estate Specialist .....	6
17150	Real Estate Appraiser I .....	5
17160	Real Estate Appraiser II .....	6
17170	Real Estate Appraiser III .....	7
17350	Utility Relocation Inspector .....	4
17370	Utility Relocation Technician .....	5
17530	Biomedical Equipment Technician .....	6
17540	Electronic Technician .....	4
17570	Air Monitoring Equipment Specialist Trainee	4
17580	Air Monitoring Equipment Specialist ....	5
26480	Museum Artist .....	5
26650	Museum Preparator I, Fine Arts .....	5
26660	Museum Preparator II, Fine Arts .....	6
26680	Museum Preparator I, Natural Science ...	5
26690	Museum Preparator II, Natural Science ..	6
26710	Museum Preparator I, Skilled Trades ....	5
26720	Museum Preparator II, Skilled Trades ...	6
32010	Laboratory Assistant .....	2
32030	Laboratory Technician .....	3
32050	Clinical Laboratory Technician .....	3

Class Code	Class Title	Pay Range
54080	Environmental Interpretation Technician ..	3
54140	Forest Technician I .....	5
61040	Fisheries Technician I .....	4
62100	Wildlife Technician I .....	5
64310	Wildlife Conservation Specialist .....	6
92210	Pilot I .....	6
92213	Pilot Training Coordinator .....	7
92220	Pilot II .....	7
95000	Video Production Technician .....	4
95980	Media Technician .....	4
96550	Artist Illustrator I .....	4
96560	Artist Illustrator II .....	5
96620	Exhibits Technician .....	4

### INSPECTION, INVESTIGATION AND SAFETY UNIT

#### Non-Professional, Non-Supervisory

Class Code	Class Title	Pay Range
03781	Tax Accountant Collections Technician ..	6
04070	Insurance Investigation Specialist .....	6
04779	Securities Investigator I .....	6
04780	Securities Investigator II .....	7
05370	Insurance Investigator I .....	6
05380	Insurance Investigator II .....	7
09341	Transportation Automotive Equipment Specialist .....	6
09980	District Lottery Representative .....	6
12050	Building Plan Examiner I .....	6
12060	Building Plan Examiner II .....	7
35210	Mortuary Inspector .....	4

Class Code	Class Title	Pay Range
35310	Bedding and Upholstery Inspector .....	4
46020	Parole Investigator .....	4
46230	Institutional Parole Assistant .....	4
46230	Parole Warrant Officer .....	7
47010	Corrections Mail Inspector .....	3
55520	Agriculture Products Inspection Technician	5
55530	Poultry and Egg Inspection Technician ...	5
55540	Fruit and Vegetable Inspection Technician	5
55550	Livestock Disease Control Technician ...	5
56110	Milk Marketing Examiner I .....	4
56111	Milk Marketing Examiner II .....	5
56400	Plant Industry Technician I .....	4
56420	Plant Industry Technician III .....	5
70020	Field Investigator .....	4
70060	Occupational License Inspector .....	4
70090	Prevailing Wage Inspector .....	4
70110	Labor Inspector .....	4
70190	Race Track Enforcement Officer .....	5
70230	Facility Reimbursement Technician .....	4
70351	State Workmens Insurance Fund Investigator	4
70420	Weights and Measures Inspector .....	4
70424	Large Capacity Weights and Measures Inspector .....	5
70610	Prison Inspector .....	6
70621	Revenue Enforcement Collections Agent Trainee .....	6
70622	Revenue Enforcement Collections Agent .	7
70710	Mine Subsidence Insurance Claims Representative .....	4
70751	Motor Carrier Enforcement Officer I ....	4
70752	Motor Carrier Enforcement Officer II ...	5
71039	Driver License Examiner Assistant .....	4
71040	Driver License Examiner .....	5

Class Code	Class Title	Pay Range
71060	Safety Inspector Trainee .....	5
71070	Safety Inspector .....	6
71109	Boiler Inspector Trainee .....	5
71110	Boiler Inspector .....	6
71209	Elevator Inspector Trainee .....	5
71210	Elevator Inspector .....	6
71271	Labor Contract Compliance Agent .....	6
71540	Anthracite Underground Mine Electrical Inspector .....	7
71550	Bituminous Underground Mine Electrical Inspector .....	7
71580	Surface Mine Conservation Inspector ....	6
71640	Mine Rescue and First-Aid Instructor ....	6
71660	Anthracite Mine Resources First Aid Instructor .....	6
71670	Bituminous Mine Resources First Aid Instructor .....	6
71680	Anthracite Underground Mine Inspector ..	7
71690	Bituminous Underground Mine Inspector .	7
71700	Metal and Non-Metal Underground Mine Inspector .....	7
71750	Aviation Specialist .....	7
71810	Oil and Gas Inspector .....	7
74210	Assistant Fire Marshal .....	3
74240	Airport Fireman .....	4
74280	Airport Firemen Shift Leader .....	5
74520	Dog Law Enforcement Warden .....	5
76102	Fire Academy Instructor .....	5
93090	Motor Vehicle Program Inspector .....	4
93160	Automotive Equipment Inspector .....	6
93240	Aircraft Inspector .....	7

**INSPECTION, INVESTIGATION  
AND SAFETY UNIT  
Professional, Non-Supervisory**

Class Code	Class Title	Pay Range
23120	Veterans Education Training Specialist . . .	7
38310	Drug Program Specialist I . . . . .	6
38320	Drug Program Specialist II . . . . .	8
3924A	Health Facility Quality Examiner Nurse . .	7
3924B	Health Facility Quality Examiner Community Health Nursing . . . . .	7
3924C	Health Facility Quality Examiner Nutrition	7
3924D	Health Facility Quality Examiner Social Worker . . . . .	7
3924E	Health Facility Quality Examiner Rehab Srv.	7
3924F	Health Facility Quality Examiner Mntl. Retard . . . . .	7
3924G	Health Facility Quality Examiner Psy Supervisor . . . . .	7
39270	Primary Care Program Regulator . . . . .	7
39470	Psychological Facility Examiner . . . . .	7
39500	Medical Assistance Pharmaceutical Program Examiner . . . . .	8
39570	Medical Assistance Facility and Records Exam . . . . .	7
39600	Medical Assistance Service Specialist . . . .	7
46030	Parole Agent I . . . . .	6
46040	Parole Agent II . . . . .	7
47150	Pardons Case Specialist . . . . .	8
51110	Poultry Inspector I . . . . .	6
51510	Agronomic Products Inspector . . . . .	6
51519	Food Inspector . . . . .	6
51820	Milk Sanitarian . . . . .	6
56421	Plant Inspector . . . . .	6

Class Code	Class Title	Pay Range
64440	Boating Safety Education Specialist . . . .	7
70240	Investigator I . . . . .	5
70250	Investigator II . . . . .	6
70260	Investigator III . . . . .	7
70310	Professional Conduct Investigator-Health .	6
70311	Professional Conduct Investigator Non-Health . . . . .	6
70570	Revenue Enforcement Agent Trainee . . . .	5
70580	Revenue Enforcement Agent . . . . .	6
70810	Special Investigator I . . . . .	6
70820	Special Investigator II . . . . .	7
70850	Criminal Tax Investigator I . . . . .	6
70851	Criminal Tax Investigator II . . . . .	7
71840	Welfare Fraud Investigator . . . . .	6
76198	Emergency Management Specialist . . . . .	7

**PROFESSIONAL, ADMINISTRATIVE  
AND FISCAL UNIT  
Non-Supervisory**

Class Code	Class Title	Pay Range
00810	Descriptive Statistician I . . . . .	6
00820	Descriptive Statistician II . . . . .	7
01605	Automated Technology Trainee . . . . .	5
01610	Computer Systems Analyst I . . . . .	6
01620	Computer Systems Analyst II . . . . .	7
02340	Liquor Purchasing Agent . . . . .	6
02710	Transportation Purchasing Officer I . . . .	5
02720	Transportation Purchasing Officer II . . . .	6
02830	Buyer . . . . .	7
02890	Pharmaceutical Buyer . . . . .	8

Class Code	Class Title	Pay Range
03110	Commercial Bank Examiner I .....	6
03120	Commercial Bank Examiner II .....	7
03201	Associate Financial Institutions Examiner	6
03202	Financial Institutions Examiner .....	8
03210	Consumer Credit Agency Examiner I ....	6
03220	Consumer Credit Agency Examiner II ...	7
03270	Trust Bank Examiner I .....	7
03280	Trust Bank Examiner II .....	8
03310	Savings Association Examiner I .....	6
03320	Savings Association Examiner II .....	7
03400	Insurance Company Examiner Trainee ...	6
03410	Insurance Company Examiner I .....	7
03420	Insurance Company Examiner II .....	8
03470	Life and Health Insurance Policy Examiner I	6
03480	Life and Health Insurance Policy Examiner II	7
03500	Property and Casualty Insurance Policy Exam. I .....	6
03510	Property and Casualty Insurance Policy Exam. II .....	7
03620	Auditor I .....	6
03621	Auditor II .....	7
03622	Auditor Team Leader .....	7
03730	Corporation Tax Officer I .....	6
03740	Corporation Tax Officer II .....	7
03860	Taxation Auditing Specialist .....	7
03890	Revenue Field Auditor Trainee .....	5
03900	Revenue Field Auditor I .....	6
03910	Revenue Field Auditor II .....	7
04020	Insurance Company Financial Analyst I ..	6
04030	Insurance Company Financial Analyst II ..	7
04090	Insurance Company Licensing Specialist	7
04092	Insurance Market Conduct. Examiner I ..	7
04093	Insurance Market Conduct. Examiner II ..	8

Class Code	Class Title	Pay Range
04300	Medical Malpractice Claims Examiner ...	8
04320	Insurance Claims Evaluator .....	7
05660	Statistician Analyst I .....	6
05670	Statistician Analyst II .....	7
05680	Statistician Analyst III .....	8
05720	Information Writer .....	6
05760	Editor I .....	6
06720	Unemployment Compensation Tax Agent .	6
06762	Unemployment Compensation Tax EDP Audit Spec. ....	7
07525	Tax Program Development Specialist ....	7
07550	Tax Appeals Hearing Officer Trainee ....	6
07560	Tax Appeals Hearing Officer .....	7
07950	Government Services Advocate .....	5
08040	Management Technician .....	5
08210	Administrative Assistant I .....	5
08220	Administrative Assistant II .....	6
09421	Real Estate Coord., Dept. of General Services .....	7
09810	G.E.C. Grant Program Associate .....	6
09820	G.E.C. Grant Program Specialist .....	7
15750	Weatherization Specialist I .....	6
15760	Weatherization Specialist II .....	7
16029	Community Research Analyst I .....	6
16030	Community Research Analyst II .....	7
16260	Housing and Redevelopment Analyst I ...	6
16261	Housing and Redevelopment Analyst II ..	7
16579	Recreation and Parks Adviser I .....	6
16580	Recreation and Parks Adviser II .....	7
16719	Municipal Finance Consultant I .....	6
16720	Municipal Finance Consultant II .....	7
16879	Municipal Administration Consultant I ...	6
16880	Municipal Administration Consultant II ..	7

Class Code	Class Title	Pay Range
17469	Municipal Codes Consultant I .....	6
17470	Municipal Codes Consultant II .....	7
17639	Municipal Police Consultant I .....	6
17640	Municipal Police Consultant II .....	7
17642	Police Training Education Specialist .....	7
21900	School Retirement Systems Field Agent ..	7
21901	Retirement Systems Regional Representative	6
27512	Arts Program Associate .....	5
28300	Mass Transit Analyst I .....	6
28310	Mass Transit Analyst II .....	7
28320	Mass Transit Analyst III .....	8
28410	Planner I .....	6
28411	Planner II .....	7
28415	Environmental Planner I .....	6
28416	Environmental Planner II .....	7
28610	Freight Analyst .....	7
38020	Drug and Alcohol Program Analyst .....	7
38025	Drug and Alcohol Field Representative ..	7
39430	Emergency Medical Services Program Specialist .....	8
39640	Medical Assistance Program Technician ..	5
51320	Agricultural Marketing Specialist .....	6
51340	Livestock Grading Specialist .....	6
56210	Milk Marketing Auditor .....	6
70342	Tort Claims Evaluator .....	7
76098	Fire Safety Education Specialist .....	6
76101	Fire Academy Field Education Specialist .	7
78400	Criminal Justice System Planner I .....	6
78410	Criminal Justice System Planner II .....	7
78420	Criminal Justice System Planner III .....	8

## ENGINEERING AND SCIENTIFIC UNIT Professional, Non-Supervisory

Class Code	Class Title	Pay Range
04528	Agricultural Associate I .....	6
04529	Agricultural Associate II .....	8
04550	Life and Health Insurance Actuary I .....	9
04560	Life and Health Insurance Actuary II .....	10
04570	Property and Casualty Insurance Actuary I	9
04580	Property and Casualty Insurance Actuary II	10
10410	Landscape Designer I .....	6
10420	Landscape Designer II .....	7
10571	Railroad Construction Specialist .....	6
10670	Municipal Services Specialist .....	7
10859	Traffic Control Specialist .....	7
11119	Civil Engineer Trainee .....	6
1112B	Civil Engineer, Bridge .....	7
1112G	Civil Engineer, General .....	7
1112H	Civil Engineer, Hydraulic .....	7
1112S	Civil Engineer, Structural .....	7
1112T	Civil Engineer, Transportation .....	7
1113B	Senior Civil Engineer, Bridge .....	8
1113G	Senior Civil Engineer, General .....	8
1113H	Senior Civil Engineer, Hydraulic .....	8
1113S	Senior Civil Engineer, Structural .....	8
1113T	Senior Civil Engineer, Transportation ..	8
11600	Transportation Planning Specialist Trainee	6
11670	Transportation Planning Specialist I .....	7
11821	Roadside Specialist I .....	6
12450	Radio Engineer .....	7
12470	Nuclear Engineer I .....	7
12480	Nuclear Engineer II .....	9
12513	Roadway Programs Specialist .....	6
13300	Architectural Designer Trainee .....	6

Class Code	Class Title	Pay Range
13310	Architectural Designer I	7
13320	Architectural Designer II	8
13400	Electrical Engineer Trainee	6
13410	Electrical Engineer I	7
13420	Electrical Engineer II	8
13500	Mechanical Engineer Trainee	6
13510	Mechanical Engineer I	7
13520	Mechanical Engineer II	8
13600	Mining Engineer Trainee	6
13610	Mining Engineer I	7
13620	Mining Engineer II	8
14000	Air Pollution Control Engineer I	6
14010	Air Pollution Control Engineer II	7
14080	Air Pollution Meteorologist I	6
14310	Radiation Health Physicist I	7
14320	Radiation Health Physicist II	8
14510	Sanitary Engineer I	6
14520	Sanitary Engineer II	7
14710	Water Pollution Biologist I	6
14720	Water Pollution Biologist II	7
14750	Fisheries Biologist I	6
14760	Fisheries Biologist II	7
14810	Soils Scientist I	6
14820	Soils Scientist II	7
14900	Geologist Trainee	6
14920	Geologist I	7
14930	Geologist II	8
15020	Hydrogeologist I	7
15030	Hydrogeologist II	8
15070	Environmental Chemist I	7
15120	Chemist I	6
15130	Chemist II	7
15710	Meteorologist	7

Class Code	Class Title	Pay Range
32410	Microbiologist I	6
32420	Microbiologist II	7
34530	Environmental Health Specialist	7
39330	Health Facility Plan Reviewer	7
52210	Entomologist I	6
52470	Seed Analyst I	6
52510	Botanist	6
54260	Forest Geneticist	8
54410	Forester	6
54610	Wood Utilization Adviser	8
54710	Environmental Education Specialist I	5
54720	Environmental Education Specialist II	6
55040	Conservation District Field Repr. I	5
55050	Conservation District Field Repr. II	6
55060	Conservation Program Specialist I	7
56300	Plant Pathologist	7
62090	Wildlife Biometrician	7
62110	Wildlife Biologist I	6
62120	Wildlife Biologist II	7
70348	Safety Loss Prevention Analyst	6
72061	Forensics Scientist Trainee	6
72062	Forensics Scientist I	7
72063	Forensics Scientist II	8
75110	Sanitarian	6
75260	Radiation Protection Specialist	6
75400	Environmentalist Trainee	5
75410	Air Quality Specialist	6
75500	Industrial Hygienist Trainee	5
75510	Industrial Hygienist	6
75610	Water Quality Specialist	6
75810	Solid Waste Specialist	6
75910	Mining Specialist	6
76150	Warning and Communications Specialist	8

# **LAW ENFORCEMENT, FISH AND BOAT AND GAME LAWS**

## **Non-Professional, Non-Supervisory**

Class Code	Class Title	Pay Range
60000	Waterways Conservation Officer .....	6
60110	Game Conservation Officer .....	6

## **ATTORNEY GENERAL CLERICAL, ADMINISTRATIVE AND FISCAL UNIT Non-Supervisory**

Class Code	Class Title	Pay Range
00110	Clerk I .....	2
00120	Clerk II .....	3
00130	Clerk III .....	4
00210	Clerk Typist I .....	2
00220	Clerk Typist II .....	3
00230	Clerk Typist III .....	4
00410	Clerk Stenographer I .....	2
00420	Clerk Stenographer II .....	3
00430	Clerk Stenographer III .....	4
01310	Data Analyst I .....	3
01320	Data Analyst II .....	4
01810	Computer Operator I .....	4
01820	Computer Operator II .....	5
01720	Computer Programmer I .....	5
01730	Computer Programmer II .....	6
01740	Computer Programmer III .....	7
07010	Legal Assistant I .....	4
07020	Legal Assistant II .....	5

Class Code	Class Title	Pay Range
00010	Messenger .....	2
02610	Purchasing Agent I .....	5
02410	Stock Clerk I .....	2
02420	Stock Clerk II .....	3
02430	Stock Clerk III .....	4
25030	Library Assistant I .....	3
25040	Library Assistant II .....	4

## **PROFESSIONAL, ADMINISTRATIVE AND FISCAL UNIT Non-Supervisory**

Class Code	Class Title	Pay Range
08210	Administrative Assistant I .....	5
08220	Administrative Assistant II .....	6

## **TECHNICAL SERVICES Non-Supervisory**

Class Code	Class Title	Pay Range
96550	Artist Illustrator I .....	4
96560	Artist Illustrator II .....	5

## **INSPECTION, INVESTIGATION AND SAFETY UNIT Non-Professional, Non-Supervisory**

Class Code	Class Title	Pay Range
99500	Narcotics Agent I .....	6
99510	Narcotics Agent II .....	8



## Professional, Non-Supervisory

Class Code	Class Title	Pay Range
99800	Consumer Protection Agent I .....	6
99810	Consumer Protection Agent II .....	7
99700	Special Agent I .....	6
99710	Special Agent II .....	8
70810	Special Investigator I .....	6
70820	Special Investigator II .....	7
99600	Medicaid Investigator I .....	6
99610	Medicaid Investigator II .....	8

## AUDITOR GENERAL NON-PROFESSIONAL, NON-SUPERVISORY Clerical Services Unit

Class Code	Class Title	Pay Range
00010	Messenger .....	2
00110	Clerk I .....	2
00120	Clerk II .....	3
00130	Clerk III .....	4
00210	Clerk Typist I .....	2
00220	Clerk Typist II .....	3
00230	Clerk Typist III .....	4
00410	Clerk Stenographer I .....	2
00420	Clerk Stenographer II .....	3
00430	Clerk Stenographer III .....	4
00610	Calculating Machine Operator .....	2
01310	Data Analyst I .....	3
01320	Data Analyst II .....	4
01330	Data Analyst III .....	5
01710	Computer Trainee II .....	3

Class Code	Class Title	Pay Range
01720	Computer Programmer I .....	5
01730	Computer Programmer II .....	6
01740	Computer Programmer III .....	7
01790	Computer Librarian I .....	3
01800	Computer Librarian II .....	4
01810	Computer Operator I .....	4
01820	Computer Operator II .....	5
02410	Stock Clerk I .....	2
02420	Stock Clerk II .....	3
03000	Accounting Assistant .....	4
03010	Accounting Technician .....	5
08230	Administrative Technician .....	7
93070	Automotive Inspector I .....	4
93080	Automotive Inspector II .....	5
96310	Duplicating Machine Operator I .....	2
96320	Duplicating Machine Operator II .....	3
96330	Duplicating Machine Operator III .....	4

## Building Services Unit

Class Code	Class Title	Pay Range
80210	Custodial Worker I .....	2

## Fiscal Auditing Unit

Class Code	Class Title	Pay Range
03600	Field Auditor Trainee .....	4
03610	Field Auditor I .....	5
03620	Field Auditor II .....	6

Class Code	Class Title	Pay Range
03730	Corporation Tax Officer I .....	6
03740	Corporation Tax Officer II .....	7

**AUDITOR GENERAL**  
**Non-Professional, Non-Supervisory**  
**Inspection and Investigations Unit**

Class Code	Class Title	Pay Range
03460	Liquor Store Examiner Trainee .....	3
03470	Liquor Store Examiner I .....	4
03480	Liquor Store Examiner II .....	5
70250	Public Assistance Investigator Trainee ...	3
70260	Public Assistance Investigator I .....	4
70270	Public Assistance Investigator II .....	5
70280	Public Assistance Investigator III .....	6
78550	Special Agent III .....	6
78560	Special Agent IV .....	7
93070	Automotive Inspector I .....	4
93080	Automotive Inspector II .....	5

**PENNSYLVANIA CRIME COMMISSION**  
**CLERICAL, ADMINISTRATIVE**  
**AND FISCAL UNIT**  
**Non-Professional, Non-Supervisory**

Class Code	Class Title	Pay Range
00110	Clerk I .....	2
00120	Clerk II .....	3
00130	Clerk III .....	4

Class Code	Class Title	Pay Range
00140	Clerk IV .....	5
00210	Clerk Typist I .....	2
00220	Clerk Typist II .....	3
00230	Clerk Typist III .....	4
00410	Clerk Stenographer I .....	2
00420	Clerk Stenographer II .....	3
00430	Clerk Stenographer III .....	4
00440	Clerk Stenographer IV .....	5
01310	Data Analyst I .....	3
01320	Data Analyst II .....	4

**INSPECTION, INVESTIGATION**  
**AND SAFETY UNIT**  
**Professional, Non-Supervisory**

Class Code	Class Title	Pay Range
B1001	Intelligence Analyst I .....	5
B1002	Intelligence Analyst II .....	6
B1011	Special Agent I .....	6
B1012	Special Agent II .....	7
B1013	Special Agent III .....	8
B1021	Accounting Special Agent I .....	6
B1022	Accounting Special Agent II .....	7
B1023	Accounting Special Agent III .....	8

**PROFESSIONAL, ADMINISTRATIVE**  
**AND FISCAL**  
**Non-Supervisory**

Class Code	Class Title	Pay Range
08210	Administrative Assistant I .....	5
08220	Administrative Assistant II .....	6

**PENNSYLVANIA HIGHER EDUCATION  
ASSISTANCE AGENCY  
CLERICAL, ADMINISTRATIVE,  
AND GENERAL SERVICE UNIT  
Non-Professional, Non-Supervisory**

Class Code	Class Title	Pay Range
00110	Clerk I .....	2
00120	Clerk II .....	3
00130	Clerk III .....	4
00140	Clerk IV .....	5
00210	Clerk Typist I .....	2
00220	Clerk Typist II .....	3
00230	Clerk Typist III .....	4
00410	Clerk Stenographer I .....	2
00420	Clerk Stenographer II .....	3
00430	Clerk Stenographer III .....	4
00710	Fiscal Assistant .....	4
01310	Data Analyst I .....	3
01320	Data Analyst II .....	4
01720	Computer Programmer I .....	5
01730	Computer Programmer II .....	6
01740	Computer Programmer III .....	7
01400	Data Recording Machine Trainee .....	2
01410	Data Recording Machine Operator .....	3
01800	Computer Operator Trainee .....	3
01810	Computer Operator I .....	4
01820	Computer Operator II .....	5
03000	Accounting Assistant .....	4
08210	Administrative Assistant I .....	5
08220	Administrative Assistant II .....	6
96160	Copy Machine Operator .....	2
96210	Custodial Worker I .....	2
96310	Duplicating Machine Operator I .....	2

Class Code	Class Title	Pay Range
96312	Lithographic Press Operator I .....	3
96313	Lithographic Press Operator II .....	4
96580	Forms Layout Specialist I .....	3
96590	Forms Layout Specialist II .....	4
99580	Custodial Worker II .....	3

**STATE PUBLIC SCHOOL  
BUILDING AUTHORITY  
CLERICAL, ADMINISTRATIVE,  
AND GENERAL SERVICES  
Non-Professional, Non-Supervisory**

Class Code	Class Title	Pay Range
00010	Messenger .....	2
00120	Clerk II .....	3
00130	Clerk III .....	4
01320	Data Analyst II .....	4
01740	Computer Programmer III .....	7
08210	Administrative Assistant I .....	5
08220	Administrative Assistant II .....	6

**TREASURY  
CLERICAL, ADMINISTRATIVE  
AND FISCAL UNIT  
Non-Professional, Non-Supervisory**

Class Code	Class Title	Pay Range
06391	Materials Handler .....	2
00010	Messenger .....	2
00110	Clerk .....	2

Class Code	Class Title	Pay Range
00120	Clerk II .....	3
00130	Clerk III .....	4
00210	Clerk Typist I .....	2
00220	Clerk Typist II .....	3
00230	Clerk Typist III .....	4
00410	Clerk Stenographer I .....	2
00420	Clerk Stenographer II .....	3
00430	Clerk Stenographer III .....	4
00440	Clerk Stenographer IV .....	5
01110	Bookkeeping Machine Operator .....	3
01310	Data Analyst I .....	3
01320	Data Analyst II .....	4
01410	Data Recording Machine Operator .....	3
01510	Tabulating Machine Operator I .....	3
01520	Tabulating Machine Operator II .....	4
01710	Computer Trainee .....	4
01720	Computer Programmer I .....	5
01730	Computer Programmer II .....	6
01740	Computer Programmer III .....	7
01810	Computer Operator I .....	5
01820	Computer Operator II .....	4
03000	Accounting Assistant .....	4
03600	Field Auditor Trainee .....	4
03660	Tax Examiner I .....	3
03670	Tax Examiner II .....	4
06350	Investment Assistant .....	6
07000	Legal Assistant Trainee .....	3
07010	Legal Assistant I .....	4
07020	Legal Assistant II .....	5
79900	Auditor I .....	3
79950	Tax Petition Reviewer .....	5
79960	Accounting Technician .....	5
79980	Tax Petition Reviewer Leader .....	5

## CUSTODIAL UNIT

### Non-Professional, Non-Supervisory

Class Code	Class Title	Pay Range
80210	Custodial Worker I .....	2

## PROFESSIONAL INVESTIGATOR UNIT

### Non-Supervisory

Class Code	Class Title	Pay Range
70010	Field Investigator I .....	4
70020	Field Investigator II .....	5
79910	Field Investigator III .....	6

## PROFESSIONAL, ADMINISTRATIVE AND FISCAL UNIT

### Non-Supervisory

Class Code	Class Title	Pay Range
03610	Field Auditor I .....	5
03620	Field Auditor II .....	6
08210	Administrative Assistant I .....	5
08220	Administrative Assistant II .....	6

## PUBLIC UTILITY COMMISSION

### CLERICAL, ADMINISTRATIVE AND FISCAL

Class Code	Class Title	Pay Range
00120	Clerk II .....	3
00130	Clerk III .....	4
00420	Clerk Stenographer II .....	3
00430	Clerk Stenographer III .....	4
00220	Clerk Typist II .....	3
00230	Clerk Typist III .....	4
01820	Computer Operator II .....	5
01720	Computer Programmer I .....	5
01730	Computer Programmer II .....	6
01740	Computer Programmer III .....	7
00710	Fiscal Assistant .....	4
00720	Fiscal Technician .....	5
96520	Forms Designer II .....	5
07010	Legal Assistant I .....	4
07020	Legal Assistant II .....	5
00010	Messenger .....	2
G5990	Reg. Rev. Assistant .....	6
02410	Stock Clerk I .....	2
G3001	Trans. Tariff Examiner I .....	5
G3002	Trans. Tariff Examiner II .....	6
G3201	Trans. Utility App. Examiner .....	5
G5205	Util. Complaint Interviewer .....	4

### MAINTENANCE AND TRADES

Class Code	Class Title	Pay Range
90010	Laborer .....	2
96312	Lith. Press Operator I .....	3

## HUMAN SERVICES

Class Code	Class Title	Pay Range
49080	Public Sus. Trn., Cler. Svs. ....	1
49070	State Work Program Trainee .....	1

### INSPECTION, INVESTIGATION AND SAFETY Non-Professional, Non-Supervisory

Class Code	Class Title	Pay Range
G5310	Gas Safety Inspector .....	7
G5410	PU Enforcement Officer .....	5
G5120	RR Comm. & Sig. Safety Insp. ....	6
G5111	RR Equip. Safety Inspector I .....	5
G5112	RR Equip. Safety Inspector II .....	6
G5101	RR Track Safety Inspector I .....	5
G5102	RR Track Safety Inspector II .....	6
G5212	Util. Complaint Investigator .....	6
G5320	Util. Meter Stand. Test .....	5
G5211	Util. Term. Investigator .....	5

### INSPECTION, INVESTIGATION AND SAFETY Professional, Non-Supervisory

Class Code	Class Title	Pay Range
1112B	Civil Engineer, Bridges .....	7
13410	Electrical Engineer I .....	7
13420	Electrical Engineer II .....	8
G4100	Fixed Util. Cons. Geol. ....	8
G2000	Fixed Util. Val. Engineer Trn. ....	6

Class Code	Class Title	Pay Range
G2001	Fixed Util. Val. Engineer I .....	7
G2002	Fixed Util. Val. Engineer II .....	8
G2003	Fixed Util. Val. Engineer III .....	9
G2005	Mgmt. Eff. Rev. Engineer I .....	8
G2006	Mgmt. Eff. Rev. Engineer II .....	9
13520	Mechanical Engineer II .....	8
1113B	Senior Civil Engineer, Bridges .....	8
G2100	Wat. & Sew. Util. Eng. Svs. Spvr. ....	8

### PROFESSIONAL, ADMINISTRATIVE AND FISCAL

Class Code	Class Title	Pay Range
08220	Admin. Assistant II .....	5
G3301	Citation & Order Writer .....	6
01610	Computer Systems Analyst I .....	6
01620	Computer Systems Analyst II .....	7
G4401	Cons. Research Analyst I .....	6
G4402	Cons. Research Analyst II .....	7
G1000	Fixed Util. Fin. Anal. Trn. ....	6
G1001	Fixed Util. Fin. Anal. I .....	7
G1002	Fixed Util. Fin. Anal. II .....	8
G1003	Fixed Util. Fin. Anal. III .....	9
05710	Information Writer .....	5
G1106	Management Eff. Rev. Auditor I .....	8
G1107	Management Eff. Rev. Auditor II .....	9
G1100	Public Utility Auditor Trn. ....	6
G1101	Public Utility Auditor I .....	7
G1102	Public Utility Auditor II .....	8
G1103	Public Utility Auditor III .....	9
G3103	Trans. App. Spec. ....	7

Class Code	Class Title	Pay Range
G1301	Trans. Fin. Analyst I .....	6
G1302	Trans. Fin. Analyst II .....	7
G4001	Utility Cons. Analyst I .....	7
G4002	Utility Cons. Analyst II .....	8
G1200	Utility Econ. Pol. Analyst I .....	7
G1201	Utility Econ. Pol. Analyst II .....	8

## **APPENDIX G**

### **ORGANIZATIONAL SENIORITY UNITS BY AGENCY FOR ALL BARGAINING UNITS**

#### **AGING**

##### **Furloughs & Promotions**

1. Headquarters
2. Each Field Office
  - Philadelphia
  - Pittsburgh
  - Harrisburg
  - Wilkes-Barre/Kingston
  - Clarion

#### **AGRICULTURE**

##### **Furloughs & Promotions**

1. Headquarters (including Farm Show)
2. Summerdale Diagnostic Laboratory
3. PA Equine Toxicology and Research Laboratory
4. Regional Office, Meadville
5. Regional Office, Williamsport
6. Regional Office, Tunkhannock
7. Regional Office, Gibsonia
8. Regional Office, Altoona
9. Regional Office, Summerdale
10. Regional Office, Creamery
11. The Meadows Race Track
12. Pocono Downs Race Track
13. Philadelphia Park Race Track
14. Penn National Race Track

## ATTORNEY GENERAL

Furlough (Except Narcotics Agents I and II, Medicaid Agents I and II, and Medicaid Fraud Investigators I and II) & Promotions

1. Harrisburg (2)  
Non-Civil Service  
Civil Service
2. Philadelphia (2)  
Non-Civil Service  
Civil Service
3. Pittsburgh (2)  
Non-Civil Service  
Civil Service
4. Scranton (2)  
Non-Civil Service  
Civil Service
5. Wilkes-Barre (2)  
Non-Civil Service  
Civil Service
6. Allentown (2)  
Non-Civil Service  
Civil Service
7. Erie (2)  
Non-Civil Service  
Civil Service
8. Reading (2)  
Non-Civil Service  
Civil Service
9. State College (2)  
Non-Civil Service  
Civil Service
10. Greensburg (2)  
Non-Civil Service  
Civil Service

11. West Norriton  
Non-Civil Service  
Civil Service
12. Butler  
Non-Civil Service  
Civil Service
13. Meadville  
Non-Civil Service  
Civil Service
14. Williamsport  
Non-Civil Service  
Civil Service
15. Ebensburg  
Non-Civil Service
16. MAGLOCEN

Furloughs (Only Narcotics Agents I and II, Medicaid Agents I and II, and Medicaid Fraud Investigators I and II)

Statewide

## AUDITOR GENERAL

Furloughs & Promotions

As shown in Appendix S

## BANKING

Furloughs & Promotions

1. Headquarters



2. Eastern Region (Philadelphia)
3. Western Region (Pittsburgh)
4. Central Region (Harrisburg)

## **CIVIL SERVICE COMMISSION**

### **Furloughs & Promotions**

1. Headquarters
2. Pittsburgh Regional Office
3. Philadelphia Regional Office

## **COMMERCE**

### **Furloughs & Promotions**

1. Headquarters - Harrisburg
2. Each Regional Office (4)  
     Philadelphia  
     Pittsburgh  
     Wilkes-Barre  
     Erie

## **COMMUNITY AFFAIRS**

### **Furloughs & Promotions**

1. Headquarters
2. Each Region (5)  
     Harrisburg  
     Erie  
     Philadelphia  
     Pittsburgh  
     Scranton

## **CORRECTIONS**

### **Promotions**

1. Headquarters & Camp Hill Correctional Institution
2. Each Institution
3. Community Services Centers and Regional Offices - each county

### **Furloughs**

1. Headquarters & Camp Hill Correctional Institution
2. Each Institution
3. Community Service Centers & Regional Offices - each region (3)

## **EDUCATION**

### **Furloughs**

1. Headquarters
2. Each PDE Institution (3)
3. Each Correctional Institution

### **Promotions**

1. Headquarters by Secretary's Office
2. Each Commissioner's Office
3. Each Bureau
4. Each PDE Institution (3)
5. Each Correctional Institution

## EMERGENCY MANAGEMENT

### Furloughs

1. Headquarters
2. Each Area Office
3. State Fire Academy

### Promotions

1. Agency-wide

## ENVIRONMENTAL RESOURCES

### Furloughs

1. Headquarters
2. Forestry Districts (20)
3. Penn Nursery
4. Regional Park Offices (4) (Including Bureau of Facility Design and Construction Personnel)
5. Parks
  - Bendigo Complex
    - Elk
    - Kinzua
  - Black Moshannon
  - Chapman
  - Hills Creek
  - Kettle Creek Complex
    - Ole Bull
  - Leonard Harrison Complex
    - Colton Point
  - Lyman Run Complex
    - Patterson

Prouty Place  
Cherry Springs  
Denton Hill  
R. B. Winter Complex  
Ravensburg  
McCall Dam  
Sand Bridge  
Reeds Gap Complex  
Poe Valley  
Poe Paddy  
Sinnemahoning  
Sizerville Complex  
Bucktail  
Snyder-Middlesworth  
Shikellamy Complex  
Milton  
Susquehanna  
Mt. Pisgah  
Bald Eagle  
Little Pine Complex  
Hyner Run  
Little Pine  
Upper Pine Bottom  
Hyner View  
Point  
Clear Creek  
Cook Forest  
Keystone  
Laurel Hill Complex  
Kooser  
Laurel Ridge  
Linn Run Complex  
Laurel Mt.  
Laurel Summit  
Moraine Complex

McConnell's Mill  
Ohiopyle  
Raccoon Creek  
M. K. Goddard  
Yellow Creek  
Presque Isle  
Oil Creek  
Hillman  
Pymatuning  
Allegheny Islands  
Blue Knob  
Caledonia Complex  
    Mt. Alto  
Colonel Denning Complex  
    Big Spring  
    Fowler's Hollow  
Cowans Gap Complex  
    Buchanan's Birthplace  
Gifford Pinchot Complex  
    Samuel Lewis  
    Susquehannock  
Greenwood Furnace Complex  
    Whipple Dam  
    Penn Roosevelt  
Pine Grove Furnace  
Prince Gallitzin  
Codorus  
Little Buffalo  
Canoe Creek Complex  
    Trough Creek  
    Warriors Path  
Shawnee  
Frances Slocum  
Fort Washington  
French Creek

Hickory Run Complex  
    Lehigh Gorge  
Neshaminy  
Tuscarora Complex  
    Locust Lake  
Promised Land  
Ricketts Glen  
Marsh Creek  
Tobyhanna Complex  
    Gouldsboro  
    Big Pocono  
Nockamixon  
Worlds End  
Memorial Lake Complex  
    Swatara  
Tyler  
Ridley Creek  
Lackawanna Complex  
    Archbald Pothole  
    Salt Springs  
    Prompton  
Nescopeck  
Beltzville  
Evansburg  
Benjamin Rush  
Delaware Canal  
    Ralph Stover  
White Clay Creek  
Norristown  
Parker Dam Complex  
    S. B. Elliott  
Nolde  
Kings Gap  
Jennings  
Jacobsburg

6. Southwest Field Operations Region (includes portions of Ebensburg, Greensburg, and Uniontown)
7. Southcentral Field Operations Region
8. Southeast Field Operations Region
9. Northeast Field Operations Region (includes portions of Pottsville)
10. Northwest Field Operations Region
11. Northcentral Field Operations Region
12. The following classifications in the Field Operations Regions, Water Management Programs, Soil and Waterway Management are a statewide unit:
  - Civil Engineer Trainee
  - Civil Engineer General
  - Civil Engineer Hydraulic
  - Senior Civil Engineer General
  - Senior Civil Engineer Hydraulic
13. Ebensburg (all Bureau of Abandoned Mine Reclamation personnel and A1 and A2 personnel)
14. Pottsville (all Bureau of Abandoned Mine Reclamation personnel at Rausch Creek and Auburn and A1 and A2 personnel)
15. Greensburg (only A1 and A2 personnel, including those headquartered in Uniontown)

#### Promotions

1. Agency Head's Office
2. Special Deputy Secretary's Office
3. Citizens Advisory Council
4. Document Processing Division
5. Engineering & Scientific Unit will be by bureau
6. All other bargaining units - Central Office
7. Forestry Districts (20)
8. Penn Nursery

9. Regional Park Offices (4) (Including Bureau of Facility Design and Construction Personnel)
10. Parks
  - Bendigo Complex
    - Elk
    - Kinzua
  - Black Moshannon
  - Chapman
  - Hills Creek
  - Kettle Creek Complex
    - Ole Bull
  - Leonard Harrison Complex
    - Colton Point
  - Lyman Run Complex
    - Patterson
    - Prouty Place
    - Cherry Springs
    - Denton Hill
  - R. B. Winter Complex
    - Ravensburg
    - McCall Dam
    - Sand Bridge
  - Reeds Gap Complex
    - Poe Valley
    - Poe Paddy
  - Sinnemahoning
  - Sizerville Complex
    - Bucktail
  - Snyder-Middlesworth
  - Shikellamy Complex
    - Milton
    - Susquehanna
  - Mt. Pisgah
  - Bald Eagle

Little Pine Complex  
Hyner Run  
Little Pine  
Upper Pine Bottom  
Hyner View  
Point  
Clear Creek  
Cook Forest  
Keystone  
Laurel Hill Complex  
Kooser  
Laurel Ridge  
Linn Run Complex  
Laurel Mt.  
Laurel Summit  
Moraine Complex  
McConnell's Mill  
Ohiopyle  
Raccoon Creek  
M. K. Goddard  
Yellow Creek  
Presque Isle  
Oil Creek  
Hillman  
Pymatuning  
Allegheny Islands  
Blue Knob  
Caledonia Complex  
Mt. Alto  
Colonel Denning Complex  
Big Spring  
Fowler's Hollow  
Cowans Gap Complex  
Buchanan's Birthplace

Gifford Pinchot Complex  
Samuel Lewis  
Susquehannock  
Greenwood Furnace Complex  
Whipple Dam  
Penn Roosevelt  
Pine Grove Furnace  
Prince Gallitzin  
Codorus  
Little Buffalo  
Canoe Creek Complex  
Trough Creek  
Warriors Path  
Shawnee  
Frances Slocum  
Fort Washington  
French Creek  
Hickory Run Complex  
Lehigh Gorge  
Neshaminy  
Tuscarora Complex  
Locust Lake  
Promised Land  
Ricketts Glen  
Marsh Creek  
Tobyhanna Complex  
Gouldsboro  
Big Pocono  
Nockamixon  
Worlds End  
Memorial Lake Complex  
Swatara  
Tyler  
Ridley Creek

Lackawanna Complex  
Archbald Pothole  
Salt Springs  
Prompton

Nescopeck  
Beltzville  
Evansburg  
Benjamin Rush  
Delaware Canal  
Ralph Stover

White Clay Creek  
Norristown  
Parker Dam Complex  
S. B. Elliott

Nolde  
Kings Gap  
Jennings  
Jacobsburg

11. Southwest Field Operations Region (includes portions of Ebensburg, Greensburg and Uniontown)
12. Southcentral Field Operations Region
13. Southeast Field Operations Region
14. Northeast Field Operations Region (includes portions of Pottsville)
15. Northwest Field Operations Region
16. Northcentral Field Operations Region
17. Ebensburg (all Bureau of Abandoned Mine Reclamation personnel and A1 and A2 personnel)
18. Pottsville (all Bureau of Abandoned Mine Reclamation personnel at Rausch Creek and Auburn and all A1 and A2 personnel)
19. Greensburg (only A1 and A2 personnel, including those headquartered in Uniontown)

## FISH & BOAT COMMISSION

### Furloughs & Promotions

1. Headquarters
2. Pleasant Gap
3. Benner Spring Research Station
4. Warmwater Section (Linesville)
5. Lake Erie Research Branch
6. Fish Cultural Stations (13)
7. Maintenance Regions (5)
8. Fisheries Management Section (except A1 unit statewide)
9. Law Enforcement Regional Offices (6)

### Furloughs

1. Statewide K1 and K2 Units

## GAME COMMISSION

### Furloughs & Promotions

1. Headquarters
2. Each County of Assignment
3. Each facility
  - Game Farms (5)
  - Howard Nursery
  - Training Schools
  - Water Fowl Areas
4. Statewide B1, B2, B4 Units

### Furloughs

1. Statewide K1 and K2 Units

## GENERAL SERVICES

### Furloughs and Promotions

1. Headquarters (2)
  - Non-Civil Service
  - Civil Service
2. Each Regional Office (4)
  - Philadelphia
  - Pittsburgh
  - Scranton
  - Reading
3. Each Construction District (4)
  - Non-Civil Service
  - Civil Service

## GOVERNOR'S OFFICE

### Furloughs & Promotions

- A. Office of Administration, Boards, Councils and Commissions (21)
  1. CMIC (Central Management Information Center), Bureau of Telecommunications Services
  2. Medical Professional Liability Catastrophe Loss Fund
  3. Pennsylvania Human Relations Commission (4)
    - Headquarters
    - Harrisburg Regional Office
    - Philadelphia Regional Office
    - Pittsburgh Regional Office
  4. Pennsylvania Infrastructure Investment Authority
  5. Governor's Action Center

6. Pennsylvania Energy Office
7. Council on the Arts
8. Commission for Women
9. Commission on Crime and Delinquency
10. MILRITE Council
11. Arbitration Panels for Health Care
12. Public Employees' Retirement Study Commission
13. Juvenile Court Judges' Commission
14. Crime Victim's Compensation Board
15. State Health Facility Hearing Board
16. Drug Policy Council
17. Board of Pardons
18. Office of Inspector General

- B. Comptroller Operations (one unit statewide)
  - Bureau of Management Information Systems (BMIS)
  - Transportation Comptroller's Office
  - Public Health & Human Services
  - Comptroller's Office
  - Labor, Education & Community Services
  - Comptroller's Office
  - Public Protection & Recreation
  - Comptroller's Office
  - Liquor Control Board Comptroller's Office
  - Central Services Comptroller's Office
  - Bureau of Commonwealth Payroll Operations

## HEALTH

### Promotions

1. Harrisburg Headquarters and Division of Vital Records, Harrisburg Office
2. Bureau of Laboratories

3. Northwestern District, including the Bureau of Quality Assurance field locations and the Division of Vital Records, New Castle and Erie Offices:

Alphabetical List of Counties:

Cameron	Jefferson
Clarion	Lawrence
Clearfield	McKean
Crawford	Mercer
Elk	Venango
Forest	Warren

4. Southwestern District, including the Bureau of Quality Assurance field locations and the Division of Vital Records, Pittsburgh Office.

Alphabetical List of Counties:

Armstrong	Greene
Beaver	Indiana
Butler	Somerset
Cambria	Washington
Fayette	Westmoreland

5. Northeastern District including the Bureau of Quality Assurance field locations and the Division of Vital Records, Scranton Office.

Alphabetical List of Counties:

Carbon	Northampton
Lackawanna	Pike
Lehigh	Susquehanna
Luzerne	Wayne
Monroe	Wyoming

6. Southeastern District including the Bureau of Quality Assurance field locations and the Division of Vital Records, Philadelphia Office.

Alphabetical List of Counties:

Berks	Lancaster
Delaware	Schuylkill

7. North Central District including the Bureau of Quality Assurance field locations.

Alphabetical List of Counties:

Bradford	Northumberland
Centre	Potter
Clinton	Snyder
Columbia	Sullivan
Lycoming	Tioga
Montour	Union

8. South Central District including the Bureau of Quality Assurance field locations.

Alphabetical List of Counties:

Adams	Huntingdon
Bedford	Juniata
Blair	Lebanon
Cumberland	Mifflin
Dauphin	Perry
Franklin	York
Fulton	

Furloughs

1. Harrisburg Headquarters and Division of Vital Records, Harrisburg Office.
2. Bureau of Laboratories.
3. Northwestern District, including the Bureau of Quality Assurance field locations and the Division of Vital Records, New Castle and Erie Offices.

Alphabetical List of Counties:

Cameron	Jefferson
Clarion	Lawrence
Clearfield	McKean
Crawford	Mercer
Elk	Venango
Forest	Warren



4. Southwestern District including the Bureau of Quality Assurance field locations and the Division of Vital Records, Pittsburgh Office.

Alphabetical List of Counties:

Armstrong	Greene
Beaver	Indiana
Butler	Somerset
Cambria	Washington
Fayette	Westmoreland

5. Northeastern District including the Bureau of Quality Assurance field locations and the Division of Vital Records, Scranton Office.

Alphabetical List of Counties:

Carbon	Northampton
Lackawanna	Pike
Lehigh	Susquehanna
Luzerne	Wayne
Monroe	Wyoming

6. Southeastern District including the Bureau of Quality Assurance field locations and the Division of Vital Records, Philadelphia Office.

Alphabetical List of Counties:

Berks	Lancaster
Delaware	Schuylkill

7. North Central District including the Bureau of Quality Assurance field locations.

Alphabetical List of Counties:

Bradford	Northumberland
Centre	Potter
Clinton	Snyder
Columbia	Sullivan
Lycoming	Tioga
Montour	Union

8. South Central District including the Bureau of Quality Assurance field locations.

Alphabetical List of Counties:

Adams	Huntingdon
Bedford	Juniata
Blair	Lebanon
Cumberland	Mifflin
Dauphin	Perry
Franklin	York
Fulton	

## HISTORICAL AND MUSEUM COMMISSION

### Furloughs and Promotions

1. Headquarters - Harrisburg and Dauphin County
2. County by Museum or Historical Site (24)

## INSURANCE

### Furloughs and Promotions

1. Headquarters
2. Each Regional Office (3)
  - Philadelphia
  - Pittsburgh
  - Erie

## A. LABOR AND INDUSTRY

### Furloughs and Promotions

1. Headquarters including Dauphin County (2)
  - Non-Civil Service
  - Civil Service

2. Each County (66) - (2)  
Non-Civil Service  
Civil Service

#### **B. JOB CENTER FIELD OPERATIONS**

##### **Furloughs and Promotions**

1. Headquarters including Dauphin County
2. Each County (66)

#### **C. OFFICE OF VOCATIONAL REHABILITATION**

##### **Furloughs and Promotions**

1. Headquarters
2. Each District Office (15)
3. Johnstown Rehabilitation Center

#### **D. BUREAU OF DISABILITY DETERMINATION**

##### **Furloughs and Promotions**

1. Headquarters including Harrisburg office
2. Greensburg
3. Wilkes-Barre

#### **LIQUOR CONTROL BOARD**

##### **Furloughs and Promotions**

1. Headquarters
2. Each County

#### **MILITARY AFFAIRS**

##### **Furloughs and Promotions**

1. Headquarters
2. State Reservation Maintenance
3. Veteran's Affairs Field Offices
4. Hollidaysburg Veterans' Home
5. PA Soldiers' and Sailors' Home
6. Southeastern PA Veterans' Center
7. Northeastern PA Veterans' Center
8. Each State Home Armory by geographical location (105)
9. Each army and/or air base by geographic location (7)

#### **MILK MARKETING BOARD**

##### **Furloughs and Promotions**

1. Headquarters
2. Each District Office (4)  
Philadelphia  
Pittsburgh  
Pittstown  
Lewistown

#### **PENNSYLVANIA CRIME COMMISSION**

##### **Furloughs and Promotions**

1. Statewide

## **PENNSYLVANIA HIGHER EDUCATION ASSISTANCE AGENCY**

### **Furloughs**

1. Headquarters
2. Each Regional Office (6)

Pittsburgh	Sharon
Williamsport	Philadelphia
Wilkes-Barre	Carlisle

### **Promotions**

1. Headquarters by Division
2. Each Regional Office (6)

Pittsburgh	Sharon
Williamsport	Philadelphia
Wilkes-Barre	Carlisle

## **PENNSYLVANIA SECURITIES COMMISSION**

### **Furloughs and Promotions**

1. Statewide

## **PROBATION AND PAROLE**

### **Furloughs and Promotions**

1. Headquarters
2. Each Correctional Institution (23)
3. Philadelphia District Office (includes Chester District Office)

4. Pittsburgh District Office
5. Harrisburg District Office
6. Scranton District Office
7. Williamsport District Office
8. Erie District Office
9. Allentown District Office
10. Butler District Office
11. Altoona District Office

## **PUBLIC SCHOOL EMPLOYEES' RETIREMENT SYSTEM**

### **Furloughs and Promotions**

1. Statewide

## **PUBLIC UTILITIES COMMISSION**

### **Furloughs and Promotions**

1. Headquarters
2. District or Region (6)

Harrisburg	Erie
Philadelphia	Scranton
Pittsburgh	Altoona

## **PUBLIC WELFARE**

### **Furloughs and Promotions**

1. Headquarters
2. Each Institution

Youth Development Centers, Mental Health, Mental Retardation, Youth Forestry Camps, General Hospital
--

3. Each County Board of Assistance (67)
4. Each Regional Office (4)
 

Southeastern	Northeastern
Central	Western

## REVENUE

### Furloughs and Promotions

1. Headquarters, including Turnpike Industrial Park, Brookwood Street facilities and York, Lancaster and Harrisburg field offices. Includes Revenue Field Auditors and Criminal Tax Investigators assigned to Headquarters.
2. Each Territory (1-8) - A-1 and A-2 unit employes (includes all offices/bureaus)
3. Each Territory (A-G) - A-4, G-1, G-2, G-4 and G-5 unit employes (includes all offices/bureaus, except Bureau of Audits). Territory G also includes G-1, G-2, G-4 and G-5 employes in Headquarters.
4. Each Region (7) - Bureau of Audits A-4 unit employes.

## STATE

### Furlough and Promotions

1. Headquarters, excluding Bureau of Professional and Occupational Affairs, (2)
 

Non-Civil Service	Civil Service
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2. Bureau of Professional and Occupational Affairs (4), Headquarters, including:
 

Harrisburg Region
Philadelphia Region
Pittsburgh Region
Scranton Region

## STATE EMPLOYES' RETIREMENT SYSTEM

### Furloughs and Promotions

1. Headquarters (includes A1 employes in the Harrisburg Field Office)
2. Each Field Office

## STATE HARNESS RACING COMMISSION

### Furloughs and Promotions

1. Headquarters
2. Each County Racing Facility, including laboratory (3)
3. West Chester Reference Laboratory

## STATE POLICE

### Furloughs

1. Agency for Stock Clerk I, II, III, Police Communications Operator Trainee and Police Communications Operator
2. Department Headquarters including Academy, Bureau of Liquor Control Enforcement Headquarters, all of Troop "H", and Troop "T" Headquarters.

3. Each Troop (exclusive of Troop "H", and Troop "T" Headquarters), and each District Liquor Enforcement Office and regional laboratory within the geographical area of the troop (15)

#### Promotions

1. Department Headquarters including the Academy, Bureau of Liquor Control Enforcement Headquarters, all of Troop "H", and Troop "T" Headquarters.
2. Each Troop (exclusive of Troop "H", and the Troop "T" Headquarters), and each District Liquor Enforcement Office and regional laboratory within the geographical area of the troop (15).

### STATE PUBLIC SCHOOL BUILDING AUTHORITY

#### Furloughs and Promotions

1. Authority-wide

### STATE SYSTEM OF HIGHER EDUCATION

#### Furloughs and Promotions

1. Chancellor's Office
2. Each Institution (14)
3. University Center

### STATE TAX EQUALIZATION BOARD

#### Furloughs and Promotions

1. Headquarters
2. Pittsburgh Regional Office
3. Philadelphia Regional Office

### TREASURY

#### Furloughs

1. Headquarters
2. Board of Finance
3. Pittsburgh Regional office
4. Philadelphia Regional office

#### Promotions

1. Headquarters by Bureau
2. Board of Finance
3. Pittsburgh Regional office
4. Philadelphia Regional office

### TRANSPORTATION

#### Furloughs

1. Headquarters (includes A1 and A-2 employes in District 8-0)
2. Pittsburgh - Office of Chief Counsel

3. Philadelphia - Office of Chief Counsel
4. Each Engineering District (11)
5. Each County Maintenance District (67)

#### Promotions

1. Headquarters (includes A1 and A2 unit employees in Engineering District 8-0 and Maintenance District 8-5)
2. Each Engineering District by Division (except A-1 and A-2 Bargaining Unit employees)
3. Each Engineering District A-1 and A-2 Bargaining Unit employees
4. Each County Maintenance District (67)

## APPENDIX H

### MAINTENANCE AND TRADES UNIT

#### Training

Where feasible the Commonwealth will continue present training programs and review and upgrade the programs with the goal of training interested and qualified employees for higher classifications within the department or agency. Among those within a seniority unit who apply from within the classification or classifications determined by the Employer as being appropriate for receiving the training, the employee with the greatest length of Master Agreement seniority among those with relatively equal qualifications will receive the opportunity for training. If there is no qualified employee within the classification deemed appropriate for training, then the training may be offered to other qualified employees as determined by the Employer.

In order for training to be most effective, unnecessary breaks or delays in the continuity of training should be avoided. Therefore, at such time as an employee begins training on a specific piece of equipment, the Employer will attempt to complete the training within 30 work days from the first day of training. If unanticipated reasons prevent this from occurring, it is required that the Local Union President be notified of the reasons and the anticipated completion date of the training. All employees, upon completion of training, shall be tested for certification within 30 work days. Employees who pass the test will be certified immediately.

In the Department of Transportation, a training committee consisting of two bargaining unit employees per Engineering District and appropriate Union and Management representatives shall meet in Central Office semi-annually to discuss training issues. One of the meetings

shall deal with Transportation Equipment Operator issues only, and the second with other types of training. Employees selected for this committee shall be entitled to administrative leave to attend these meetings, but shall be afforded no other benefit or privilege as a result of this selection. It shall be the responsibility of the Union to request the meetings, suggest alternative dates, and provide a list of bargaining unit representatives and a tentative agenda for discussion.

The Department of Transportation agrees to notify the appropriate local President of any Transportation Equipment Operators or Automotive/Diesel Mechanics selected for training in their occupational specialty, in advance of the training. The subject of notification of all other types of training shall be the subject of meet-and-discuss sessions at the local level.

### **In-Service Training**

In-service training that is required by the Employer is included in hours of work. Where such training is conducted at other than the employee's normal work site, the present department or agency practice with regard to travel time for such training shall remain in place for the life of this agreement.

Appropriate familiarization/orientation training will be provided to all employees upon request prior to assigning them to operate equipment they are unfamiliar with. The Employer shall upon request provide proper on-site training in the use of all power hand tools before employees are assigned to operate such tools.

Existing Commercial Driver's License training materials will be made available to employees upon request at each work site. Employees will be permitted to use available equipment at Department of Transportation test sites to take tests for Commercial Driver's Licenses.

## **Environmental Resources**

### **Maintenance Personnel Training**

Maintenance personnel may request training in the areas of fire fighting, search and rescue, CPR, and basic first-aid. Requests for training shall be granted based on the Employer's operational requirements and the availability of training slots. At least 25% of available training slots will be reserved for Maintenance and Trades personnel who have made such requests.

### **Eating and Sanitary Facilities**

The Employer will provide exhaust fans or suitable substitutes, if needed, in all facilities used as paint shops, permanent garages or repair areas; and fresh water, soap or waterless soap and paper towels at permanent Department of Transportation and Department of Environmental Resources locations and in all locations where presently supplied, including work crew areas.

### **Specialized Crews**

1. Future permanent assignments to vacancies which occur in county-wide paving, surface treatment, sign, bridge and guide rail specialized crews shall be made in accordance with the following provisions:
  - a. Complement vacancies which the Department determines are to be filled shall be filled in accordance with applicable personnel policy and/or collective bargaining agreements.
  - b. Assignments to those crews listed above will be made by posting paving, surface treatment, and guide rail crews annually or when vacancies occur, the opportunity for assignment to the crew for five (5) working days. After the posting period, in February for the annual posting, the most senior qualified employee from among the applicants from

- the classification determined by Management to be needed for the position shall be assigned to the crew. Employees selected for specialized crew assignments will be permitted to bid for the stockpile to which they wish to be assigned while not on a specialized crew. Bridge and sign crews will be posted and bid in February, 1989. After this initial posting, only vacancies will be posted unless the entire crew is disbanded in which case the entire crew shall be posted and bid annually in February.
- c. Employees assigned to the listed county-wide specialized crews shall serve a probationary period of thirty work days on the specialized crew. When employees are assigned to the same specialized crew(s) in consecutive years, they will not be required to serve a probationary period during the second and subsequent consecutive specialized crew assignments on the same crew(s). Where in the opinion of Management the employee's performance is determined to be unsatisfactory, the employee shall be returned to his former assignment or to a similar assignment and the next most senior qualified applicant shall be assigned to the crew on a probationary basis. When this occurs, the Employer will explain the specific rationale for the reassignment to the local Union.
  - d. If there are no applicants for the assignment from among employees in the class determined by Management to be needed on the crew or if no such applicants possess the requisite skills and abilities, assignments shall be made in the inverse order of seniority from among those employees who possess the requisite skills and abilities.

- e. Seniority for the purpose of this provision shall be Master Agreement seniority.
  - f. The provisions of this agreement will be controlling and binding upon the parties unless modified in writing by local agreement.
- 2. Travel time for specialized crews  
Hours of work for members of special crews shall commence when such employees arrive at their equipment ready for work whether prior to or subsequent to transportation to the work site. If such employees are required by the Employer to travel to and from the work site by transportation provided by the Employer, work time shall commence at the time of embarkation and shall cease at the time of debarkation.

#### Work Site Travel

In those situations where employees are required by the Employer to travel from their first assigned work site of the day to any additional work sites on the same day, and are required to use their own personal vehicle for such travel, then the employees will be paid mileage travel expense in accordance with existing Commonwealth Travel Expense Regulations.

In the Department of Transportation, employees not assigned to one of the specialized crews listed under the "Specialized Crews" section of this Appendix, will be paid mileage travel expense in accordance with the Commonwealth Travel Expense Regulations when required by the Employer to travel directly to a field work site and when required to use their personal vehicle for such travel. Hours of work for such employees will commence upon arrival at the stockpile at the start of the shift and cease upon return to the stockpile at the end of the shift unless otherwise agreed to at the local level.



Current work site bidding and reporting practices for employees not assigned to specialized crews shall remain in effect in accordance with the side letter dated April 10, 1989. However, employees may be required to report directly to a job site if it is closer to their home than the stockpile to which they customarily report.

#### **Assignment of Equipment**

Equipment will be assigned on a fair and equitable basis, taking into consideration the classification seniority standing of the Transportation Equipment Operators/Equipment Operators at the work site, the certifications held by the operators, and variables relating to individuals and equipment. While the efficiency of the operation will remain of paramount importance in the assignment of personnel to equipment by the Employer, equipment shall not be assigned in a manner that is punitive or inconsistent with the provisions of Article 32.

#### **Liability Coverage and Legal Defense**

The Employer shall provide liability coverage and legal defense as detailed in Title 4 Pennsylvania Code Chapter 39 and Management Directive 205.6 and 630.2.

#### **Notification of Absence**

Notification to the immediate supervisor or any other individual designated by the Employer shall be considered notice in the event illness or any other situation requires the employee's absence from work. This notification shall take place within the time period established at the local and/or agency level and receipt of such notice shall not imply approval of the leave requested. For employees in the Department of Transportation, in the event it is a toll call for the employee, the Employer agrees to accept the call collect.

#### **Certified Auto Mechanics**

A certified inspection mechanic shall not be required by the Employer to place an inspection sticker upon a vehicle which does not conform with the Motor Vehicle Code. No mechanic shall be subject to discipline for refusing to place an inspection sticker upon a vehicle that cannot legally pass inspection. The Employer agrees to meet and discuss on the impact and application of legislation affecting Auto Mechanics that may be enacted during the term of this Agreement. The Employer agrees to store inspection stickers in a secure location. Mechanics will not be held responsible for the security of inspection stickers until the inspection stickers are issued to them.

#### **Working Environment**

It shall be the duty of the Employer to remedy all unsafe or unhealthy conditions within a reasonable time after notification by the Union of the existence of such conditions. When the Employer determines that employees are exposed to unsafe or unhealthy conditions during remodeling or construction, the affected employees will be reassigned to a safe and healthy work site within their seniority unit and geographic area. Alleged violations of these provisions may be processed in accordance with the provisions of Article 38, Grievances and Arbitration

#### **Water**

The Employer will provide safe drinkable water to work crews throughout the work year. The Employer will provide ice for the water from May 1st through October 31st of each work year.

Game Commission work crews will be provided with ice water at the start of each work day. The Employer shall not be responsible for replenishing ice water during the work day. Each Game Commission work crew will be

issued a five gallon water container for the crew's use during the work day.

#### **Department of Transportation Compensatory Time**

This provision amends the time frames of Article 10 Section 6 - Holidays and Article 20 Section 4 - Overtime for employes covered by this Maintenance and Trades Appendix who earn compensatory time.

The 45 day period referred to in those Master Agreement Sections is extended to 90 days. The references to the 90 calendar day period is extended to 180 calendar days.

Other than these time frame adjustments, no change to the Master Sections is intended.

#### **Department of Public Welfare Compensatory Time**

Compensatory time awarded to Department of Public Welfare employes for working on scheduled holidays will not be pre-scheduled. Employes will be permitted to use compensatory time within 45 days succeeding the designated holiday. If such scheduling is not possible, the scheduling period will be extended 45 days, regardless of the calendar year. The employes may select the day(s) on which they will use their compensatory time, provided they have given the Employer three weeks notice. The Employer will respect the requested selection time as long as it is not detrimental to the efficiency of the operation. Requests for such compensatory time which are submitted less than three weeks in advance may be approved at the sole discretion of the Employer.

If the employee makes no attempt to schedule the earned paid time off, or the Employer is not able to approve the date(s) requested by the employee within the 90-day period succeeding the holiday, the Employer, at its option, will either schedule the time off within the next 45

days, or compensate the employee at the employee's regular hourly rate of pay.

Available compensatory time may be used by the employee for an emergency.

#### **Joint Classification Committee**

The Commonwealth agrees to form a joint labor-management committee to determine if a study should be conducted of certain classifications covered by the Maintenance and Trades Unit Appendix.

#### **Transportation Safety Committees**

In the Department of Transportation, a safety committee consisting of two bargaining unit employes per Engineering District and appropriate Union and Management representatives, shall meet in Central Office quarterly to discuss specific safety policies, procedures and problem areas. Employes selected for this committee shall be entitled to administrative leave to attend these meetings, but shall be afforded no other benefit or privilege as a result of this selection. It shall be the responsibility of the Union to request the meetings, suggest alternative dates, and provide a list of bargaining unit representatives and a tentative agenda for discussion.

A safety committee shall also be established in each County Maintenance District and each Engineering District which shall meet periodically to discuss specific safety policies, procedures, and problem areas. In addition to the participation of such Management and Union representatives as are appropriate, the Union shall be entitled to select and the Employer shall provide administrative leave to one employee to sit on each county safety committee and one employee per county to sit on each Engineering District safety committee. It shall be the responsibility of the Union to provide the Department

with a list of participating employees and, when appropriate, a tentative agenda for discussion. Any dispute arising from these committees shall be submitted to a committee comprised of a representative from the Office of Administration, AFSCME, Council 13 and the Department.

### **Safety Equipment**

The Employer shall not require employees to operate unsafe motorized equipment or to take out on the streets, highways, or Commonwealth owned property any vehicle or piece of motorized equipment that is not in safe operating condition, including, but not limited to equipment which is acknowledged as overweight or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement or basis for discipline where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because it is not mechanically sound or properly equipped, shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint. After such equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see the same.

### **Department of Transportation Dangerous Conditions**

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment. Employees will not be assigned to perform litter pick-up on the berms, ramps, or medial strips of limited access highways during the rain.

The parties agree to include the following two side letters as binding additions to this Appendix:

1. 17 May 1988

Mr. Edward Keller  
Executive Director  
AFSCME Council 13  
4031 Executive Park Drive  
Harrisburg, PA 17111-1599

Dear Mr. Keller:

In the past, except for emergencies, many organizations have avoided the assignment of employees to major highways during periods when unusually high traffic volumes are anticipated.

In consideration of the safety of our employees, it is the intention of the Department to continue this policy. It will be applied on all four lane limited access highways on Fridays and the day before the holidays listed in Article 10 of the Master Agreement. In addition, it may be applied at other times and on other highways when specific local circumstances create an increased risk to employee safety. Department managers will be advised on this policy, and be expected to implement it in a manner which serves to protect the safety of our employees.

The implementation of this policy shall not be deemed to prohibit working employees off the traveled roadway on those designated, provided the work can be done safely; nor prohibit performing emergency operations at any time.

It is understood that alleged violations of this policy are subject to the grievance and arbitration procedure of the Master Agreement.

Sincerely,

Howard Yerusalim, PE  
Secretary of Transportation

2. 17 May 1988

SUBJECT: Inclement Weather Assignments

TO: District Engineers  
Maintenance Managers

FROM: Howard Yerusalim, PE  
Secretary of Transportation

It has come to my attention that some organizations may be assigning employes to work activities during periods of inclement weather that, from a safety and operational standpoint, are not consistent with sound management practice.

During the periods of inclement weather, the safety of our employes and the traveling public must remain our primary concern. Therefore, when weather conditions of any type result in unacceptable visibility, except for emergencies, employes should be reassigned to other duties. Additionally, during periods of extreme temperatures, you should also take adequate precautions to safeguard the exposure of our employes. This may mean rotating assignments, providing extra breaks, or finding other means to ensure that the employes are adequately protected from the elements.

Aside from the safety aspects, there are also operational considerations. As you know, not every work activity can be performed properly in every type of weather condition. We are desirous of a quality product, produced in a safe work environment. As a result, I do not expect that our employes will be directed to perform substandard work under unsafe work conditions.

### Transportation Shotgun Riders

In planning assignments of helpers to trucks during snow and ice control operations, due consideration is to be given to the safety of the operator and of the traveling public.

County Maintenance Managers or their Assistant County Maintenance Managers after consultation with the foreman when possible, may assign helpers to trucks during snow and ice control operations, under storm conditions or in areas of work where a helper will contribute to the safety of the operator and traveling public. When making equipment operator assignments for various types of storm conditions, the County Maintenance Manager shall assign one operator to graders and loaders.

When assigning operators to equipment, County Maintenance Managers or their Assistant County Maintenance Managers will consider the need for relief crews during an extended storm.

### Transportation Winter Scheduling

The following shall be in effect in the Department of Transportation during the winter operations period November 1 through March 31 and applies only to Department of Transportation County Maintenance District employes engaged in winter operations:

- 1) The Department on a county by county basis will determine the type of scheduling which will best meet the county's winter operations needs. The Department agrees to meet and discuss on this issue with the local Union.
- 2) If dual shifts are deemed appropriate, the number of employes on each shift and the appropriate classifications shall be determined by the Department. Shift assignments shall be made in accordance with Article 29 Section 11 of the Master Agreement.

- 3) In recognition of the Department's need for scheduling flexibility during the winter operations period, the provisions of Article 6 Sections 5 and 7 of the Master Agreement relating to meet and discuss, posting and minimum time-off shall not apply. Schedule/shift changes may be effected by the Department giving oral or written notice of such change to the involved employee(s) prior to the end of the employee's(s') preceding work shift.
- 4) The portion of Article 6 Section 5 relating to Monday through Friday scheduling continues to apply.
- 5) If schedule changes, except for snow removal reasons, become excessive for any individual or group of employees, the Department and the Union will meet and discuss on that issue. If unresolved, a grievance may be instituted directly to Step 4. The Step 4 decision will be deemed final, binding and determinative of any issue or issues raised.
- 6) Those counties that have historically used 3 shifts during the winter operation period may continue to do so, however, the provisions of Article 6, Sections 5 and 7 shall be applicable. Other counties may schedule 3 shifts by local agreement.
- 7) Shifts shall not be rotated, unless otherwise agreed to at the local level.
- 8) Snow and ice patrols shall continue to be permitted subject to the provisions of Article 6, Sections 5 and 7.
- 9) Unless agreed to at the local level, the Department will not expand scheduling of temporary Transportation Equipment Operators on weekends beyond those counties where such weekend scheduling existed during the 1987-88 winter season.

### **Transportation Stockpile Locations**

A Stockpile Location Pilot Program described below will be implemented upon commencement of the first full Summer work season after the effective date of this agreement and expiring at the conclusion of the first full summer work season after implementation unless an extension is mutually agreed to between the parties.

Prior to the commencement of each Summer work season, those County Maintenance Organizations which intend to change the number and location of stockpiles to be used for the upcoming work season will meet and discuss at the local level. All recommendations presented by the Union will be given due consideration before any proposed changes occur.

If the parties are unable to agree at the local level, the County Maintenance Organization will submit their recommendation to the Bureau of Maintenance and Operations for review and approval. Prior to issuing a final decision, the Department agrees to review the matter with Council 13. No change can be implemented at the local level until authorized by the Bureau of Maintenance and Operations.

Legitimate operational reasons shall serve as the only basis for changing the number and location of stockpiles in an individual County Maintenance Organization. If the Union alleges that anti-union animus is the basis for the change in stockpile numbers and location, a grievance may be filed directly to the Joint Area State Committee. If such a decision results in a deadlock, the issue may be appealed to arbitration. No change shall be implemented in that County Maintenance Organization until a final decision is rendered.

It is expressly understood and agreed between the parties that this provision supersedes and replaces the provisions of 1.b(2) of the April 10, 1989 side letter between

the parties dealing with the number and location of stockpiles. In the event the Union does not agree to extend this pilot program beyond the period specified in the first paragraph of this provision, the referenced provisions of the 1989 side letter shall continue to apply.

### Transportation Winter Overtime

The following shall be in effect for the Department of Transportation employees engaged in winter operations. It is understood that these provisions amend those in Article 20, Section 5 of the Master Agreement.

#### Winter Overtime (November 1 through March 31)

1. Stockpile Assignments - In September of each year, the Employer will determine the number and classification of employees to be assigned to each stockpile for winter assignment and post this information by September 30. Employees will then select, based upon Master Agreement seniority, the stockpile to which they wish to be assigned. After stockpile assignments have been made, employees may indicate their shift preference based upon Master Agreement seniority. In making stockpile and shift assignments, preference shall be made on a seniority basis unless an Equipment Operator certified on a specific piece of equipment is needed at a specific stockpile.
2. Stockpile Reassignments - During the winter season, if a vacancy on a crew occurs or the Employer determines that a change in crew size or classification make up is necessary, reassignments will be made using the procedure set forth above, unless a different procedure for accomplishing the reassignments is agreed to at the local level. It is understood, however, that the Employer may temporarily change stockpile assignments in order to accomplish non-

snow removal activities. In addition, employees may be temporarily reassigned for snow removal activities when a shortage of operators exists at a stockpile or the need for an operator certified on a specific piece of equipment exists. For assignments of five days or less, the least senior qualified employee in the classification on the shift at the stockpile will be transferred. When such temporary assignments exceed five days' duration, the Employer will first seek to obtain volunteers. In the event of no volunteers or insufficient volunteers, the Employer may assign the least senior employee(s). It is further agreed that such temporary assignments will not be made to reduce available overtime opportunities for employees permanently assigned to a stockpile.

3. Voluntary Assignments. - Employees will indicate at the time of stockpile selection their willingness/ unwillingness to accept voluntary overtime assignments. Those employees in the appropriate class and shift at the stockpile having previously stated a willingness to work overtime will be called first. However, an operator of another class may be used when:
  - a. the employee in the appropriate class would be entitled to double time;
  - b. all operators in the appropriate class have been called;
  - c. an immediate response is needed and an employee in the appropriate class at the stockpile is not immediately available;
  - d. all operators in the appropriate class have already operated for 12 consecutive hours.
4. Mandatory Assignments
  - a. In the event there are insufficient volunteers, overtime shall be assigned to the employee at the

stockpile in the appropriate classification and on the same shift with the least assigned overtime. All employees, including those who do not desire voluntary overtime, are expected to be available for mandatory or unscheduled overtime associated with general overtime call-outs. An employee will be considered available if the Employer has been notified of the employee's whereabouts. (i.e. a telephone number where the employee can be reached.)

- b. While it is understood that employees are required to be available for mandatory or unscheduled overtime associated with general overtime call-outs, an employee who is unavailable for such call-outs will not be disciplined in a manner that is arbitrary or capricious.

#### **Winter Operator Out-of-Class Pay**

Transportation Equipment Operator A's (TEOA) assigned to perform B level work during the Winter Season shall be compensated at a special out-of-class rate equivalent to the appropriate Transportation Equipment Operator B rate (4 steps or the minimum of the pay range whichever is greater), for all out-of-class days worked.

#### **Department of Transportation Saturday Overtime**

With the exception of snow removal and sudden/unexpected situations, County Maintenance employees shall be notified of Saturday overtime by the end of their shift on Thursday. If such notice is not received, and the employee is subsequently unavailable or declines for the overtime opportunity, the time shall not be credited as time worked for equalization purposes and the employee will not be disciplined for being unavailable. If the employee volunteers for an overtime opportunity for which he/she has

not had proper notice (i.e. end of shift Thursday), the employee shall be paid double time for all Saturday overtime hours worked.

#### **Crossing County Lines**

Employees of the Department of Transportation will be assigned to work within the county in which they are employed except, however, this will not apply to situations where employees have historically crossed county lines for purposes of, by way of example, emergencies, traveling to a turnaround point for snow removal, completing a work activity until an intersection or natural completion point is reached, where a specialized piece of equipment and operator is temporarily assigned to another county, training purposes, or where geographic features have resulted in one county assuming responsibility for highways in another county. It is understood that normal maintenance operations shall not constitute an emergency.

#### **Overtime Equalization Units - Department of Transportation**

It is agreed and understood by the parties that attempts will be made to equalize overtime in the following manner:

##### **1. Overtime Equalization Period**

- a. The Employer will be obligated to equalize overtime during each one-half calendar year between or among the employees within the same job classification and equalization unit who have previously stated in writing a willingness to accept voluntary overtime assignments.
- b. For purposes of employees covered by this agreement, each one-half calendar year will be defined as the period from October through March and the period from April through September inclusive.

2. Overtime Equalization Units - Specialized Crews
  - a. Each of the following specialized crews will constitute individual and separate overtime equalization units, in each County, where they exist:
    - (1) Paving
    - (2) Surface Treatment
    - (3) Bridge
    - (4) Sign Maintenance
    - (5) Guide Rail
3. Overtime Equalization Units - Non-Specialized Crews
  - a. For those County Maintenance Organizations where the existing overtime equalization units consist of each stockpile, or each stockpile and shift where multiple shifts exist, the following provisions shall apply. These same provisions shall also apply where the Local Union is willing to agree to equalization units consisting of each stockpile, or each stockpile and shift if multiple shifts are used.
    - (1) Unavailability - Employees shall be considered unavailable if they decline an overtime offer; or, if they cannot be reached by phone and the Employer can verify through a first-level supervisor, bargaining unit employee, or some other agreed upon method that a call has been made. All unavailable time will be counted as time worked for equalization purposes. except for unavailable time not charged in accordance with the provisions of the Saturday Overtime Section of this Appendix.
    - (2) Disqualification - Employees who decline more than four overtime opportunities in any equalization period shall forfeit their

right to be equalized at the end of that equalization period. Declinations of Saturday overtime in accordance with the provisions of the Saturday Overtime Section of this Appendix shall not be counted for this purpose.

- (3) Equalization Obligation - Employees will be considered equalized if their total number of overtime hours credited within any equalization period, is within 12 hours of the employee in their classification and equalization unit with the highest number of overtime hours credited during that period.
- b. Unless modified by a local agreement, for those County Maintenance Organizations not covered by item 3a above, the appropriate equalization units will consist of each individual Assistant County Manager, with each Highway Equipment Manager being considered as a separate unit for all employees directly under his supervision. For employees in these equalization units, the following shall apply.
  - (1) Unavailability - Employees who are on sick leave the day before a scheduled day(s) off and who decline an overtime call out on the scheduled day(s) off for reasons of illness, will not be charged with an overtime declination nor have overtime hours credited for equalization purposes.  
Employees who are on sick, annual, or personal leave and cannot be reached for an overtime call out shall not be considered unavailable and have the time credited for equalization purposes unless the absence extends beyond 5 calendar days from the last



day of work. If the absence extends beyond 5 days, the employee shall be credited for equalization purposes with the average amount of overtime worked/credited by employees in the same classification and equalization unit during the entire period of absence.

Employees shall be considered unavailable if they decline an overtime offer; or, if they cannot be reached by phone and the Employer can verify through a first-level supervisor, bargaining unit employee, or some other agreed upon method, that a call has been made. All unavailable time will be counted as time worked for equalization purposes, except for unavailable time not charged in accordance with the provisions of the Saturday Overtime Section of this Appendix.

- (2) Equalization Obligation - Except as modified in Section 3(b) 1 above, overtime opportunities shall be equalized in accordance with the terms and conditions of Article 20, Section 5.

### **Transportation Operators**

Current Department of Transportation Highway Maintenance Workers who are certified on truck and loader and who are willing and able to operate said equipment, will be promoted to the Transportation Equipment Operator A classification provided they possess a current Commercial Driver's License.

Promoted employees shall serve a six month promotional probationary period as provided for in Article 29, Section 13 of the Master Agreement.

Current permanent Department of Transportation High-

way Maintenance Workers who are not certified on truck and loader, but are willing to operate said equipment, will be placed into the Transportation Equipment Operator Trainee classification upon receipt of a Commercial Driver's License learner's permit. Employees placed in these classifications shall serve a six-month reassignment probationary period and the provisions of Article 28, Section 1, shall not be applicable if an employee is returned to the Highway Maintenance Worker classification within that period for failure to successfully complete the probationary period. Upon receiving the appropriate equipment certifications and successfully completing the reassignment probationary period, the Trainee will be promoted to the Transportation Equipment Operator A classification. Employees so promoted shall be required to serve a promotional probationary period as provided for in Article 29, Section 13 of the Master Agreement.

Following each quarter, out-of-class work records of employees in the Equipment Operator A Classification will be reviewed to determine if any employee has performed out-of-class work for at least one hundred and thirteen (113) full days at the Transportation Equipment Operator B Level during the last four quarters. Where an employee has performed such work, the County Maintenance Organization will post an appropriate vacancy, and fill said vacancy in accordance with Article 29 of the Master Agreement. Out-of-Class work performed while employees are in the Equipment Operator Trainee Classification shall be excluded from the calculations required by this provision. The Employer will not rotate the higher level assignment of employees or equipment for the purpose of circumventing the 113 day rule. This section shall not apply where an employee is assigned to perform the duties of a position in a higher rated classification to replace another employee on an approved leave of absence.

## **Call Outs**

Employees called out to work outside the hours of their assigned shift will be covered by Workers' Compensation Insurance while driving to and from their reporting site in accordance with the provisions of the Pennsylvania Workers' Compensation law.

## **Department of Transportation Standby Time**

It is expressly understood and agreed between the parties that employees are expected to be available for mandatory overtime assignments when a need for overtime arises and insufficient volunteers are available. However, without prejudice to the above, and at the sole discretion of the Employer, those employees who are required to be available for mandatory overtime assignments on Thanksgiving Day, the day after Thanksgiving, December 24th, December 25th, December 31st, January 1st, the Martin Luther King Day holiday and, the President's Day holiday will be placed on standby time to assure their availability for duty.

Standby time assignments will be for a minimum of one full shift. Employees placed on standby time will be notified of the assignment prior to the end of their last scheduled shift before the commencement of the standby time assignment.

If the Employer determines that standby time will be used on any or all of the aforementioned days, employees will be selected for mandatory standby time assignments based on their Master Agreement Seniority, beginning with the most senior employee. Subsequent standby time assignments will be rotated among remaining appropriately classified employees in the equalization unit, according to their Master Agreement Seniority, beginning with the most senior employee with the least number of standby time assignments during the calendar year.

Employees placed on standby time on any of the days designated above, are prohibited from consuming any alcohol whatsoever during the period they are in standby status. Designated standby employees are required to be available for duty in accordance with Article 23 (Standby Time) of the Master Agreement, and all provisions of Article 23 shall continue to be applicable to employees placed on standby time pursuant to this Section.

An employee not placed on standby time on one of the days identified above, shall not be charged with time worked for equalization purposes if he/she is unavailable for an overtime assignment on one of the designated days. Employees will be entitled to double time for all overtime hours worked when they are required to work on one of the designated standby days, but have not been placed on standby time. Employees who cannot be reached for an overtime assignment on one of the designated standby days, will not be subject to discipline for being unavailable if they were not placed on standby time.

## **Department of Transportation Seniority**

The provisions of the Master Agreement will be modified to the extent that Master Agreement Seniority will be used for all purposes by Department of Transportation employees covered by this Appendix. Classification Seniority will no longer be maintained for Department of Transportation employees covered by this Appendix.

Effective July 1, 1994, permanent part-time employees will have the right to use their seniority to bid and be selected for permanent full-time vacancies that occur in the same classification within the seniority unit. The criteria of Sections 5 and 6 of this Article will be applicable.

Temporary employees who have been employed in both calendar years 1992 and 1993 and who were not terminated for unsatisfactory performance will be placed in temporary

vacancies in the seniority unit and in the last classification held which occur on or after the effective date of this Agreement.

Effective July 1, 1994, temporary employees will have the right to bid and be selected for permanent vacancies that occur in the same or lower level classification within the class series within the seniority unit. The seniority criteria of Sections 5 and 6 of this Article will be applicable.

#### **Department of Transportation Meal Expenses**

Employees who are required by the Employer to travel outside their assigned County, and at least 15 miles from their normal work site, shall be reimbursed for out of pocket lunch expenses not to exceed \$3.00, including sales tax, provided that the Employer has required them to remain away from their normal work site during their lunch period. Effective July 1, 1994, the maximum reimbursement rate will be increased to \$3.25. Effective July 1, 1995, the maximum reimbursement rate will be increased to \$3.50.

For Department of Transportation employees covered by this Appendix, Article 8, Section 2, of the Master Agreement shall be modified as follows:

If employees are required to work more than two hours beyond their regular shift, they will be allowed a meal period at the end of the initial two hour shift or sooner. In addition, employees will be allowed a meal period for each four hours worked beyond each meal period. If employees work more than two hours after their scheduled quitting time and have not had notice of such work requirement at least two hours before commencement of their regular shift, the Employer shall compensate the employees for a meal in amounts actually expended not to exceed \$8.00.

If employees are unable to take their overtime meal period prior to the completion of their work assignment, the Employer shall compensate the employees for the purchase of a meal after the shift, in an amount actually expended not to exceed \$8.00.

Employees shall not be required to indicate time off for meal periods not taken on their daily time records.

The meal reimbursement allowances authorized by this provision shall be granted without requiring receipts or other accounting, however, they are not flat allowances, and only amounts actually expended may be claimed.

#### **Department of Public Welfare Meal Expenses**

Department of Public Welfare Employees who are required by the Employer to travel at least 15 miles from their normal work site, shall be reimbursed for out of pocket lunch expenses not to exceed \$3.00 including sales tax, provided that the Employer has required them to remain away from their normal work site during their lunch period. Effective July 1, 1994, the maximum reimbursement rate will be increased to \$3.25. Effective July 1, 1995, the maximum reimbursement rate will be increased to \$3.50.

#### **Contracting of New Highway Construction and Reconstruction**

It is expressly understood and agreed between the parties, except as otherwise agreed in writing, that the provisions of Article 43 do not apply to new construction or reconstruction contracts (as specifically agreed and defined by the parties). This provision shall not be construed to exempt work performed by other bargaining units (other than Maintenance and Trades) from the provisions of Article 43.

## **Department of Transportation - Tunnel Maintainers and Tunnel Electricians**

This Section shall apply to all non-supervisory Tunnel Maintainers and Electricians employed by the Department of Transportation in the Fort Pitt, Squirrel Hill, and Liberty Tunnels.

1. The Employer will give due consideration to the safety of employees when scheduling tunnel maintenance operations, especially during periods of higher than normal traffic volume generated by sports or entertainment events.

2. The Employer agrees to meet and discuss with the local Union on safety concerns related to tunnel operations on an as needed basis. Any agreements reached as a result of the referenced meet and discuss sessions will be incorporated into this Section.

3. When an Electrician is assigned to perform monitoring duties in the Liberty Fan House, he/she will not be removed and replaced by a foreman in non-emergency situations

4. In non-routine circumstances, an additional employee may be assigned to work with the primary Electrician for the purpose of providing necessary assistance. In the event no additional Electricians are on-duty and available to provide back-up assistance, a Tunnel Maintainer may be assigned to provide back-up assistance, and to assist in the performance of any associated non-electrical work. Or alternatively, an additional employee will be instructed to check-in with the assigned Electrician on a regular basis throughout the course of the assignment.

5. All continuous re-lamping operations will be performed with three assigned Electricians, subject to the availability of the required staff. When the required number of Electricians are not available, the Employer will secure the additional staff.

6. In conjunction with special events, holiday periods, or other periods of significantly higher traffic volume, the employer will continue to give due regard to the safety of employees and the motoring public when making work assignments. When work must be performed during periods of significantly higher traffic volume, the Employer will take all precautionary measures required by DOT publication 203. Foremen assigned to work during periods of significantly higher traffic, shall have the discretionary authority to make appropriate work-zone adjustments to protect the safety of employees.

7. During periods of severely inclement weather, or periods when special events are generating significantly higher traffic volume, assigned Tunnel Maintainer IIs shall have the discretion to call-out or hold-over a rank & file Tunnel Maintainer, provided the Tunnel Maintainer II first attempts to contact Tunnel Management. In the event the Tunnel Maintainer II is unable to reach Tunnel Management, and a determination has been made that additional staff are required, the Tunnel Maintainer II will notify Tunnel Management as soon as possible and explain the rationale for his/her decision. This provision is not intended to imply that Department of Transportation Management has abrogated the right to scrutinize the decisions made by the Tunnel Maintainer II's on a case-by-case basis or to take appropriate corrective action to address problems.

8. The Employer will periodically provide for the monitoring of the air quality in the tunnels, or install a functional air quality monitoring systems at the various tunnel work-sites. In the event a problem with the work-environment air quality is discovered, the Employer will notify assigned employees and immediately undertake appropriate corrective measures consistent with the magnitude of the problem identified.

9. The Employer shall make available, without charge to the employees, all appropriate medical tests necessary to ensure the health of employees is not inordinately adversely affected by any toxins or contaminants which may be inherent in the tunnel work-environment. The Employer will meet and discuss with the local Union regarding the specific medical tests to be offered. In the event any such work-environment related health problems are identified, the Employer will immediately develop and implement a program of annual retesting of affected employees to ensure that any problems identified are not unduly exacerbated.

10. Notwithstanding unavoidable operational constraints, the Employer will cooperate with Union initiated arrangements for independent environmental testing of the tunnel work-sites.

11. Tunnel Maintainers and Tunnel Electricians required to work through their meal periods will be treated as 40 hour per week employees for the purposes of earning pay and benefits.

### **Transfers**

Department of Transportation, Fish and Boat Commission, and Department of Public Welfare employees desiring to transfer to a position outside their current seniority unit, but in the same classification they currently hold, may submit requests on an annual basis. Employees desiring to submit transfer requests must submit their requests to their personnel officer post marked no later than February 15th each year. All requests will be purged at the end of each year. Copies of the requests will be furnished to AFSCME Council 13 upon request.

When the Employer deems it necessary to fill a vacancy, and there are no seniority claims to the vacancy being filled, all transfer requests will be considered. Transfer

requests will not be denied for reasons that are arbitrary or capricious.

Denials of transfer requests shall be grievable in the appropriate grievance procedure, but shall not be arbitrable.

### **Public Welfare Hours of Work**

Employees whose work schedules are 5 out of 7 or 10 out of 14 in the Department of Public Welfare who are scheduled to work and do work more than eight consecutive days or more than two consecutive weekends shall be paid at 1.25 times the employee's regular hourly rate of pay for hours worked on the ninth and subsequent consecutive scheduled days or on the third and subsequent consecutive scheduled weekends. An employee will be considered to have worked a weekend if at least one-half of a shift is scheduled and worked in the period from 6 a.m. Saturday to 6 a.m. Monday. Scheduled days off which are worked or not worked shall be considered days off in the computation of the eight consecutive days and more than two consecutive weekends referred to in this section. If an employee is eligible concurrently for overtime premium under the Master Agreement, the employee shall be paid at the higher appropriate rate.

Local scheduling agreements presently in existence or those agreed to in the future between the Employer and the Union will supersede the requirements of this section.

There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this agreement for the same hours worked.

### **DER Telephone Credit Cards**

The Department of Environmental Resources shall issue telephone credit cards to Forest Inspectors to be used exclusively for Commonwealth business and in conjunction with their forest protection activities. Accurate records of

calls shall be kept by employees and reported to the Employer on a regular basis. Improper charges for calls, as determined by the Employer, are to be paid by the employee.

### **DER Meal Expenses**

A Department of Environmental Resources employee who is required by the Employer to travel 15 miles or more from the employee's work site and whose work assignment requires that the employee remain away from said office work site during the employee's normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.00 including sales tax. If the employee is required to travel 15 miles or more to a construction work site, the employee shall be granted lunch expenses not to exceed \$3.25 including sales tax; provided, however, that the construction work site must be 15 miles from the employee's home. Effective July 1, 1994, the maximum reimbursement amount will be increased to \$3.25. Effective July 1, 1995, the maximum reimbursement amount will be increased to \$3.50.

The allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

### **DER Call Time**

Employees in the Department of Environmental Resources when called in to fight forest fires shall be guaranteed two hours work on a portal-to-portal basis.

### **DER Topographical Maps**

Existing maps and diagrams showing underground cables, water shut-offs, and other pertinent maintenance information will be made available to maintenance personnel at each work site to assist them in performing their jobs more efficiently and safely.

### **Meal Allowance**

The Employer agrees to reimburse all employees on community assignment with patients/residents when they travel off grounds in accordance with the appropriate expense regulations for the number of meals the employee would have received had the employee remained at the institution. In Public Welfare, when an employee is required to take patients/residents out of the institution over a meal period and a packed meal is provided for the patient/resident the employee will be provided with a similar meal.

### **Meals at Corrections Institutions and Farview State Hospital**

Employees working at Farview Hospital, so long as it continues as a maximum security institution, shall continue to be provided with a free meal during their shift where such practice exists on the effective date of this Agreement. The Employer shall attempt to insure that such meals are nutritious and varied. Representatives of the Employer and the Union shall meet and discuss on this subject on a regular basis at the institution level in Public Welfare.

### **Fish and Boat Commission Meal Expenses**

An employee transporting fish for stocking who works at least two hours past the employee's scheduled quitting time and who travels at least 50 miles from both his residence and headquarters will be reimbursed up to \$10.25 for the cost of meals obtained during the employee's initial ten hours of work. The employee shall also be reimbursed for the cost of meals up to \$6.50 for half or more of each additional six-hour period spent in the travel assignment.

Employees of the Fish and Boat Commission's Division of Construction and Maintenance Services, who are required by the employer to travel at least 15 miles from

their headquarters, as measured by the shortest regularly traveled route, and whose work assignment requires that they remain away from their headquarters during their normal lunch period; shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.00 including sales tax. These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed. Effective July 1, 1994, the maximum reimbursement amount will be increased to \$3.25. Effective July 1, 1995, the maximum amount will be increased to \$3.50.

#### **Game Commission Meal Expenses**

Employees who are required by the Employer to travel at least 15 miles outside their assigned county, shall be reimbursed for out of pocket lunch expenses not to exceed \$3.00 including sales tax, provided that the Employer has required them to remain away from their normal work site during their lunch period. Effective July 1, 1994, the maximum reimbursement rate will be increased to \$3.25. Effective July 1, 1995, the maximum reimbursement rate will be increased to \$3.50.

#### **Game Commission Portable Radios**

Each employee in the Game Commission will be provided with a portable radio when assigned to work alone. It is expressly understood and agreed between the parties that the Game Commission shall implement this provision prior to July 1, 1994. During the implementation period the Game Commission will assign employees to work with other employees wherever possible.

#### **Essential Employees**

The Employer agrees to notify the Union of the classifications in this bargaining unit by Agency deemed

essential and which would be required to work at times when other Commonwealth employees are excused from work.

#### **Unsafe/Illegal Assignments**

Under no circumstances will an employee of any agency be required or assigned to engage in any activity involving dangerous conditions of work, or danger to person or property, where such danger is not an anticipated part of the normal and expected responsibilities and risks of the jobs in question.

Employees will not be required or assigned to engage in any activity in violation of applicable statutes, court orders or any government regulations relating to safety of person or equipment. This provision shall apply to all agencies except the Department of Transportation, which is covered separately by the Dangerous Conditions Provision of this Appendix.

#### **Miscellaneous**

Where the local Union and Management reach a written resolution to a local problem, such resolution will remain in effect until either party indicates to the other in writing its wish to modify or cease the practice. The parties may then meet and discuss to attempt to resolve the matter. Any resolution must be compatible with the provisions of the Agreement.

## **APPENDIX I**

### **CLERICAL, ADMINISTRATIVE, AND FISCAL UNIT**

#### **Cash Responsibility**

Any employee handling cash shall be held responsible for any shortage (cash or cash equivalent) provided:

1. Each employee is given an individual cash drawer or its equivalent and is the only employee empowered to add or remove cash from said drawer or its equivalent.
2. The key with which to lock the cash drawer or its equivalent is made available to the employee for use when the cash drawer or its equivalent is unattended.
3. Each employee is given the opportunity to count the cash at the beginning and close of the shift.

#### **Meal Expenses**

Employees who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.00, including sales tax. These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed. Effective July 1, 1994, the lunch reimbursement will be increased to \$3.25, including sales tax, and effective July 1, 1995 will be increased to \$3.50.

#### **Notification of Absence**

In the event that illness or any other situation requires the employee's absence from scheduled work, the employee will notify the immediate supervisor or any other individual



designated by the Employer of the impending absence. If the immediate supervisor or designated individual is unavailable, notification to any available supervisor at the work site will suffice. This notification shall take place within the time period established at the local and/or agency level and receipt of such notice shall not imply approval of the leave requested.

### **Travel Time**

Employees who are required to travel between 25 miles and 49 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted one-half hour travel time in each direction.

Employees who are required to travel between 50 miles and 99 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted one hour travel time in each direction.

Employees who are required to travel more than 100 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted an additional one hour's travel time in each direction, for each additional 50 miles traveled.

Hours of work for employees, if required by the Employer to travel to and from the work site by transportation provided by the Employer, shall commence at the time of embarkation and shall cease at the time of debarkation.

### **Labor-Management Committees**

Labor-Management committees at the agency/local level shall meet at the request of either party at mutually convenient times. The party requesting the meeting shall provide a tentative agenda for discussion. The Employer will establish, at the conclusion of the meeting, a time frame for a timely response to the Union with regard to the recommendations discussed during the meeting. It is

understood that different issues may have a different time frame for response. Management will attempt to issue a full response to all issues raised through the meet and discuss process within thirty working days from the date all necessary information has been exchanged on specific issues. If a full response can not be issued within the time frame, an interim response will be issued during the thirty working day time period. Either party may request an extension of the time frame. After consideration of the Union's recommendations, the Employer will also implement whatever action it deems appropriate, if any.

Unless otherwise agreed, Department of Transportation Clerical, Administrative and Fiscal Bargaining Unit members will not be required to meet in conjunction with other AFSCME represented members.

### **Emergency First-Aid Services**

The Employer shall, upon request of the Union, meet and discuss concerning the providing of emergency first-aid services, first-aid kits, first-aid training and ambulance services at various work sites. As supplies from Employer-provided first-aid kits are exhausted, replenishment from available stock shall be made within a reasonable period of time, upon request of the Union.

### **Job Postings and Promotions**

While not required by Article 29, Section 4 of the Master Agreement, many Commonwealth agencies post a brief job description of the vacant positions when complying with the Section 4 posting requirement. If such a description is included on the posting, the Employer shall attempt to avoid the use of overly technical jargon in describing the duties to be performed.

In instances where questions arise regarding the Employer's action in (1) promoting employees within the

Clerical, Administrative and Fiscal Bargaining Unit under the procedures specified in Sections 5 and 6 or Article 29 of the Master Agreement, or (2) working employees out of classification within the Clerical, Administrative and Fiscal Bargaining Unit under the provisions of Article 27, Section 3 of the Master Agreement, the Employer, upon written request from the appropriate Local Union President or designee, shall provide the name of the person promoted or working out of class.

### **Personnel Files**

The Employer agrees to meet and discuss at the request of the Union at the agency level concerning procedures by which personnel files will be available for inspection by employees as provided in Section 11 of Article 36.

### **Training**

The parties agree employees in classifications covered by this Appendix shall not be expected to train Managers or Supervisors in the performance of managerial and supervisory duties for extended periods of time. This provision is not to be construed to prevent Managers or Supervisors from observing, questioning or reviewing the work practices, procedures, or performance of employees or where necessary, carrying out the functions and programs of the Employer.

The parties also recognize an employee covered by this Appendix may need some on-the-job training that can only be acquired from other employees covered by this Appendix. However, such employee assignments shall be made subject to management's responsibility to maintain efficient operations and should not be routinely performed for extended periods of time. This section shall not be construed so as to prevent an employee in classifications covered by this Appendix from training for the purpose(s)

of illustrations, lending an occasional hand and/or in emergency situations. The appropriate forum for incidents which are inconsistent with this principle shall be labor-management committee meetings under Section 8 of Article 36. Upon request of the union, an agency-level labor-management meeting shall be held for the purpose of discussing issues not resolved by the local meeting.

Where employees covered by this Appendix are assigned to develop and/or conduct formalized training sessions, those employees shall be paid 35 cents above their hourly pay rate in effect at the time of the assignment for all hours spent developing and/or presenting such training. Effective July 1, 1994 this payment will be increased to 40 cents per hour and effective July 1, 1995 it will be increased to 45 cents per hour.

### **Video Display Terminals**

Upon request of the Union, health and safety issues concerning the operation of current VDT equipment/furniture will be addressed through the local meet and discuss process.

The Employer will give preference to ergonomics when economically practical in purchasing future and/or updating current VDT equipment/furniture. Before any VDT equipment/furniture is purchased the Local Union will be notified. Upon request, the Employer agrees to meet and discuss with the Union at the local level to review and assess VDT equipment/furniture purchasing issues. Any purchasing decisions will be made by the Employer in accordance with Article 2, Sections 1 & 2.

### **Intermittent Clericals**

The letter of agreement between the Bureau of Labor Relations and Council 13 concerning Intermittent Clerical employees in the Department of Labor and Industry shall remain in effect.

## Hearing Stenographers

The letter of agreement between AFSCME and the Commonwealth concerning Hearing Stenographers in the Department of Labor and Industry shall remain in effect.

## Stress Impact Payment - Department of Corrections

Lump sum stress impact payment of \$35.00 per quarter to be paid each Department of Corrections clerical, administrative, and fiscal unit employee who works solely inside the perimeter of a correctional institution and who is in a compensable status as of the first day of the quarter, when in the preceding quarter, the entire system, Department of Public Welfare and Corrections, exceeds 110% of rated capacity.

Institutions of the Department of Corrections which open on or after July 1, 1992, will not be included in the calculation to determine whether or not the entire system, Department of Public Welfare and Corrections exceeds 110% of rated capacity until the new institution, itself, exceeds 110% of rated capacity.

Employees employed at institutions of the Department of Corrections which open on or after July 1, 1992 will not be eligible for stress impact payment until the institution in which they work exceeds 100% of rated capacity on the first day of the calendar quarter.

## APPENDIX J

### HUMAN SERVICES

#### HOURS OF WORK

Irregular scheduling is permitted only in an activity where historically such scheduling has been done on a regular or seasonal basis. Problems of irregular scheduling may be submitted to local labor management committees for possible resolution.

Full-time employees engaged in seven-day operations who are scheduled to work and do work more than eight consecutive days or more than two consecutive weekends shall be paid at 1 1/4 time the employee's regular hourly rate of pay for hours worked on the ninth and subsequent consecutive scheduled days or on the third and subsequent consecutive weekends. An employee will be considered to have worked a weekend if at least one-half of a shift is scheduled and worked in the period from 6 a.m. Saturday to 6 a.m. Monday. Scheduled days off which are worked or not worked shall be considered days off in the computation of the eight consecutive days and more than two consecutive weekends referred to in this section. If an employee is eligible concurrently for overtime premium under the Master Agreement, the employee shall be paid at the higher appropriate rate.

Local scheduling agreements presently in existence or those agreed to in the future between the Employer and the Union will supersede the requirements of this section.

There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.

This section shall not apply to employees who are covered by the provisions of Article 34, Special and Part-Time Employees of the Master Agreement.

## HOLIDAYS

An employee who is scheduled to work on a holiday and is absent for an unauthorized reason on that day shall not be eligible to receive the holiday, holiday pay, or compensatory time off.

In those Mental Retardation Centers of the Department of Public Welfare where the policy of bunching the four minor holidays now exists and in those Mental Retardation Centers where the policy of bunching is implemented in the future, the administration of each institution will meet and discuss with the Union prior to the scheduling of such holidays.

The compensatory time awarded employees of the Department of Public Welfare, Department of Military Affairs and Department of Labor and Industry for working the scheduled holidays shall not be pre-scheduled, but the employees will be permitted to use the compensatory time within 45 days succeeding the designated holiday. If such scheduling is not possible, the scheduling period shall be extended 45 days, regardless of calendar year. The employees may select the day on which they shall utilize their compensatory time provided they have given the Employer three weeks notice and the Employer will respect the requested selection time as long as it is not detrimental to the efficiency of the operation. Requests for such compensatory time which are submitted less than three weeks in advance may be approved at the sole discretion of the Employer.

If the employee makes no attempt to schedule the earned paid time off or the Employer is not able to approve the date(s) requested by the employee within the 90-day period succeeding the holiday, the Employer, at its option, will either schedule the time off within the next 45 days or compensate the employee at the employee's regular hourly rate of pay.

Available compensatory time may be used by the employee for an emergency.

## OVERTIME

For the purpose of assigning overtime within a classification, there shall be seven units of employees as follows unless there are local agreements on other applicable units:

1. Dietary - each kitchen with its adjoining dining room(s).
2. Housekeeping - the housekeeping unit at each institution.
3. Laundry - each individual laundry complex.
4. Clinical Unit - clinical employees under the direction of first-level management except where the local Union and Management agree through meet and discuss to some other method.
5. Vocational Adjustment - a unit at each institution except where the local Union and Management agree through meet and discuss to some other method.
6. Therapeutic Recreation - a unit at each institution except where the local Union and Management agree through meet and discuss to some other method.
7. Occupational Therapeutic - a unit at each institution except where the local Union and Management agree through meet and discuss to some other method.

The above, where applicable, relates to the Departments of Education, Health, Military Affairs and Labor and Industry.

## SCHEDULING LEAVE

Because of the nature of the operational requirements which effect the scheduling of paid time off for employees

of this bargaining unit, the parties agree that it is necessary to clearly define the priorities by which such leave shall be scheduled.

It is therefore agreed that within the scheduling unit, the first priority shall be given to vacation requests submitted during the annual selection period in accordance with Article 13, Section 3.

When an employee submits a request for leave during the selection period and the Employer becomes aware prior to the end of the selection period that the leave request cannot be approved, the employee, at that time, will be notified of the disapproval so another selection may be made.

It is further agreed that after the "master" vacation schedule is approved and posted, should there be days remaining on which operational requirements would permit the granting of additional time off, or should other days become available as a result of vacation cancellations, the following scheduling method will be employed:

- a) Requests for personal, holiday, compensatory leave and/or annual leave not scheduled during the selection period will be acted upon by Management as received (with equal priority) and scheduled on a "first-come, first-served" basis except as provided in Article 11, Section 6 of the Master Agreement. In the event that more requests are received on the same day than can be approved, the employee with the greatest Master Agreement seniority shall be given a choice of leave.
- b) Requests for emergency paid leave will be entertained at any time with the understanding that the employee may be required to substantiate the emergency nature of the request and that further, it may be necessary to reschedule requests of other employees to accommodate the emergency.

This section shall not supersede or replace local resolutions existing or developed provided such resolutions are compatible with the provisions of the Master Agreement.

Upon request of the Union, the local institution personnel officer and/or designee shall meet and discuss with the Union Local President and/or designee on an as needed basis to review issues/problems encountered by employees in the scheduling of annual/personal leave. Unresolved issues/problems are appropriate for agency-level discussions conducted pursuant to Article 36, Section 8.

### **WORK ASSIGNMENTS**

If the Employer assigns employees on a temporary basis to a job assignment other than their regular job assignment, but within their job specification, such temporary assignment shall be rotated on a non-discriminatory basis, where the efficient operation of the institution is not affected, among persons within the job classification at the work location.

Where employees are assigned housekeeping duties or duties out of classification or out of their normal work area and are held responsible or liable for their regular duties, and are disciplined for failure to properly perform their regular duties, such employee may appeal through the contract grievance procedure contained in the Master Agreement, to determine if there was just cause for the disciplinary action. If an employee's failure to perform their regular duties is totally due to their obligation to perform these other duties or assignments, that failure will not constitute just cause for discipline.

### **MEAL EXPENSES**

When the employee is required to take patients/residents/inmates out of the institution or to shop off

grounds for the patient/resident/inmate over a meal period, the employee will be provided with a meal similar to that provided the patients/residents/inmates, or will be compensated for a meal in the amount not to exceed \$7.75 including sales tax. In addition, the employee shall be compensated for the money expended on a meal for the patient/resident/inmate. These allowances for subsistence require no receipt or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed. Upon request, an employee shall be entitled to reasonable cash advancements to offset expenses incurred in the transportation of patients/residents/inmates as provided for above. However, the employee must submit a travel expense voucher after-the-fact with the appropriate receipts attached to account for all cash advancements.

Employees of the Health Department classified as Licensed Practical Nurses, Public Health Assistants, or Public Health Dental Hygienists who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignments require that they remain away from said normal work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.00; \$3.25 effective July 1, 1994; \$3.50 effective July 1, 1995, including sales tax. These allowances for subsistence require no receipt or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

### **LABOR-MANAGEMENT COMMITTEES**

Labor-management committees at the agency level shall meet at the request of either party at mutually convenient times. Labor-management meetings at the local level shall continue on their present schedule.

Agencies will furnish each institution with a copy of a summary of any statewide meetings.

### **DIRECTIVES**

The Employer will provide Council 13 with a copy of all agency directives pertaining to conditions of employment for employees in this unit.

The Employer shall also provide the Local President at the respective institution with a copy of institutional directives pertaining to conditions of employment for employees in this unit.

### **STAFF-PATIENT RATIO SAFETY**

Although ultimate determination of staff/patient ratios is the prerogative of the Employer, it is agreed that a labor/management committee shall be established at the local level to meet and discuss over Union concerns/recommendations regarding staffing issues.

Appropriate areas of discussion for the local labor/management committee shall include but are not limited to policies and programs of the Employer that affect the safety of unit employees.

Recommendations the Union may make in regard to staffing that would not result in increasing existing complement or increased costs to the Employer shall not be unreasonably denied.

If job assignments are deemed by the Union to be jeopardizing the safety of employees, the Union, at that time, may invoke the grievance procedure. In the Department of Public Welfare, the Experimental Grievance Procedure (if in place) shall be the appropriate forum for grievances regarding individual job assignments. The Union may process to arbitration such safety grievances initiated under any of these procedures in accordance with the requirements of the respective grievance procedure.

The appropriate forum for resolving disputes arising under this section that are not individual/group safety grievances shall be an agency-level meet and discuss session.

### **CASH RESPONSIBILITY**

Any employee handling cash shall be held responsible for any shortages (cash or cash equivalent) provided:

- 1) Each employee is given an individual cash drawer or its equivalent and is the only employee empowered to add or remove cash from said drawer or its equivalent.
- 2) The key with which to lock the cash drawer or its equivalent is made available to the employee for use when the cash drawer or its equivalent is unattended.
- 3) Each employee is given the opportunity to count the cash at the beginning and close of the shift.

### **MISCELLANEOUS**

Where the local Union and Management reach a written resolution to a local problem, such resolution will remain in effect until either party indicates to the other in writing its wish to modify or cease the practice. The parties may then meet and discuss to attempt to resolve the matter. Any resolution must be compatible with the provisions of the agreement. The expiration date of a written resolution may be a date other than the expiration date of the Master Agreement.

### **EMPLOYER REQUIRED TESTS, X-RAYS AND MEDICAL EXAMINATIONS**

The Employer shall provide without charge to the employee all tests, x-rays and medical examinations required by the Employer. These tests, x-rays and examinations shall be scheduled on an employee's regular sched-

uled work day where possible and where not possible, such time will be considered hours worked.

All information pertaining to the above, including test results, shall be treated in a confidential manner and disseminated in accordance with established regulations.

### **BEHAVIOR ANTICIPATION AND PATIENT CONTROL**

Upon request by the Union, the Employer and the Union agree to meet and discuss concerning training of employees. A joint labor-management committee shall be established to accomplish this in Corrections, Military Affairs, Labor and Industry and individual program offices, i.e. OMR, OMH, OCYF within DPW to review the training needs for employees who deal directly with inmates/patients/residents in inmate/patient/resident behavior anticipation and patient control. Such discussions will specifically include issues relating to training requirements, the types of training and techniques utilized to train staff, the frequency of training to be provided, and the compensation if any, for any Human Services unit employees who are directed to conduct the training. The Union will provide a proposed agenda to the designated Employer representative at least two (2) weeks in advance of the scheduled meeting date.

Employees who deal directly with patients/residents/clients who are known to act out shall be so advised by the Employer, where the Employer determines that such knowledge is necessary for the employee's safety.

### **PREVENTION AND TREATMENT OF COMMUNICABLE DISEASES**

Within 48 hours, the Employer shall notify employees of institutions about patients/residents/inmates with whom they might have contact who have been diagnosed as having or

who may reasonably be suspected of having a communicable disease or illness. Reasonable and appropriate preventive measures and treatment techniques shall be implemented. For the purpose of this Article the Union agrees that the current Pennsylvania Department of Health Regulations, Annex A, Title 28, HEALTH AND SAFETY, CHAPTER 27, COMMUNICABLE AND NON-COMMUNICABLE DISEASES, shall apply for the purpose of identifying such diseases. The requirements of this paragraph, as they relate to patients/residents/inmates carrying the human immunodeficiency virus (HIV), will be implemented in accordance with the provisions of Act 1990-148.

Pursuant to existing Commonwealth policy, employees who provide direct patient care will be considered to be "individual health care providers" for purposes of implementing the provisions of Act 1990-148 and M.D. 505.26, AIDS and HIV infection in the Workplace.

Hepatitis B vaccinations will be made available to employees whose work responsibilities place them at a potentially high risk of acquiring Hepatitis B. Identification of "potentially high risk" employees will be made in accordance with the guidelines from the Centers for Disease Control. Other employees may individually request the vaccine, in which case the respective facility Infection Control Coordinator will review the request and, within ten (10) working days of the request, notify the employee whether the vaccine will be provided. The criteria used for review by the Coordinator will be whether the specific job duties of the involved employees have placed them at a potentially high risk of acquiring Hepatitis B. The Coordinator's decision may be grieved but will not be overturned unless found to have been arbitrary or capricious.

Grievances arising under this section may be submitted directly to the third step (agency level) of the grievance procedure.

Issues related to the prevention and treatment of communicable diseases are appropriate subjects for the agency-level health and safety committees established pursuant to Article 39, Section 2.

## **DEPARTMENT OF TRANSPORTATION**

The Employer agrees within 30 days of the effective date of this agreement to meet and discuss with the Union concerning the development or review of existing policies covering the transportation of residents/clients/patients.

The purpose of this meeting is to provide the Union an opportunity to give input into the development of the policy. If a dispute arises during the course of these discussions which impacts on the health and safety of employees, then those issues may be submitted by the Union for review to a committee comprised of Council 13, the Agency and Office of Administration.

If concurrence of the policy has not occurred at the committee level, then the Union may invoke the grievance procedure once the policy is implemented.

The parties recognize that some employees may be assigned duties that will require possession of a Commercial Driver's License (CDL). The Employer will provide training, if necessary, to assist employees in obtaining a CDL when possession of such license is required to allow the employee to carry out their assigned duties.

## **CAREER DEVELOPMENT - JOINT COMMITTEE**

A labor-management committee shall be established at the agency level to meet and discuss concerning career ladders for employees in the Human Services Unit.

The purpose of this committee is to provide the Union an opportunity to give input into the development of policies dealing with career ladders. Due consideration shall be given to all meaningful suggestions made by the Union.



## **STRESS IMPACT PAY - DEPARTMENT OF CORRECTIONS**

Lump sum stress impact payment of \$35.00 per quarter to be paid each Department of Corrections Human Services unit employee who works solely inside the perimeter of a correctional institution and who is in a compensable status as of the first day of the quarter, when in the preceding quarter, the entire system, Department of Public Welfare and Corrections, exceeds 110% of rated capacity.

Institutions of the Department of Corrections which open on or after July 1, 1992, will not be included in the calculation to determine whether or not the entire system, Department of Public Welfare and Corrections, exceeds 110% of rated capacity until the new institution, itself, exceeds 110% of rated capacity.

Employees employed at institutions of the Department of Corrections which open on or after July 1, 1992 will not be eligible for stress impact payment until the institution in which they work exceeds 100% of rated capacity on the first day of the calendar quarter.

## **OVERTIME - PUBLIC WELFARE**

### **Section 1. Voluntary Overtime**

The Employer will attempt to equalize overtime during each one-half calendar year between or among the employees within the same job classification within each equalization unit who have previously stated in writing a willingness to accept overtime assignments. When the need for overtime occurs, the Employer shall first seek to obtain volunteers for the performance of the overtime work among those employees who have stated a willingness to work overtime. For an employee to be considered for voluntary overtime, the employee must submit a written statement of willingness to work such overtime prior to

the beginning of the equalization period. An employee who does not submit such statement shall be considered equalized for the period regardless of voluntary overtime opportunities offered or worked. An employee who withdraws the written statement of willingness to work overtime after the beginning of the six-month equalization period shall be considered equalized at the end of the equalization period. An employee who enters an equalization unit after the beginning of the equalization period shall notify the Employer, in writing, of willingness or unwillingness to work voluntary overtime. Should the employee indicate that the employee is willing to work voluntary overtime, the employee shall be credited for equalization purposes, with an amount of overtime equal to the maximum amount of worked and credited overtime held by an employee in the same classification in the equalization unit on the date of notification. Should an employee indicate an unwillingness to work voluntary overtime or fail to notify the Employer of a choice in writing, the employee shall be considered equalized during the period in question.

An employee declining overtime shall be credited with the overtime worked by the employee accepting the overtime for equalization purposes. Employees may be passed over in order to comply with the equalization requirements. For the purposes of voluntary overtime equalization, an employee who is not available for an overtime opportunity shall be credited with the amount of overtime worked during the period of non-availability. Employees shall be considered unavailable if they are on an unpaid or paid leave status (not including holidays) or if they are not able to be reached by telephone. Employees who are not available because they are working for the Employer during the period in which the overtime opportunity occurs shall not be credited with the overtime worked during that period.

Employees who work a voluntary overtime assignment will not be mandated to work overtime for a period of 48 hours except in the case of an emergency. For the purpose of this section, the 48-hour period shall commence at the end of the voluntary overtime assignment.

Volunteers shall not impose conditions on their voluntary assignment. Employees working overtime shall be assigned where the Employer determines the overtime need exists.

Lists showing accumulations of voluntary overtime within each equalization unit during the preceding six-month period shall be posted every six months. Such lists shall include only those employees who have stated in writing their willingness to work voluntary overtime. Employees who rescind their statement of willingness to work voluntary overtime during the equalization period shall be considered equalized for the equalization period. Employees on voluntary equalization lists who refuse offers of voluntary overtime assignments on five consecutive occasions during the equalization period shall be removed from voluntary overtime status and shall be considered equalized for that period.

Lists showing accumulation of overtime within each equalization unit shall be posted at a Central location within each building at each institution on a monthly basis. It is understood these lists are for informational purposes only and shall not be the basis for filing a grievance concerning overtime equalization. The local institution personnel officer and/or designee shall meet with the local Union president and designee on a regular basis to review these lists in an attempt to ensure opportunities for overtime are being equalized. The frequency of the meetings shall be determined in local level labor management discussions.

At those facilities where disputes arise regarding whether employees have been contacted for appropriate

overtime opportunities, the personnel officer and/or designee shall meet with the local Union president and designee to attempt to agree on a method or methods of verifying that employees are contacted for appropriate overtime opportunities.

## Section 2. Mandatory Overtime

In the event there is an insufficient number of volunteers, the Employer shall have the right to assign overtime work on a non-volunteer basis within classification only. Such mandatory overtime shall be assigned in the following manner:

- a. The Employer shall maintain a list, in seniority order, of all employees (including those who have expressed a willingness to accept overtime assignments) in the same job classification within each equalization unit. Mandatory overtime shall be assigned to the least senior employee on said list who has not had a mandatory overtime assignment. Once an employee has been assigned overtime on a mandatory basis, such employee shall not be assigned mandatory overtime until all employees above that employee on the list have either been excused by the Employer or have been assigned mandatory overtime regardless of the number of hours worked or the length of time between mandatory overtime assignments. Such mandatory lists shall be posted for employee information at an appropriate location within the equalization unit.
- b. Once each employee whose name appears on the list provided for in a. above has been assigned mandatory overtime, the process shall repeat itself.
- c. There shall be no requirement to equalize overtime which is assigned on a mandatory basis. Mandatory overtime assignments shall not be included in the

hours which the Employer is required to equalize in accordance with the provisions of Section 1 above.

- d. In the event an employee cannot be reached to be informed of the mandatory overtime assignment, the Employer has the right to assign such mandatory overtime to the next employee on the list. However, when the next mandatory overtime assignment occurs, the Employer shall assign such mandatory overtime to the employee(s) previously passed over.
- e. In the event a mandatory assignment is made and the employee who has been mandated to work requests to be excused, the Employer will make a determination whether the request is approved or disapproved. If the excuse is accepted, the Employer will mandate the next employee on the list. However, when the next mandatory assignment occurs, the Employer shall assign the employee previously excused.
- f. In the event a mandatory overtime assignment occurs within 48 hours of the time during which the next employee on the mandatory list has worked voluntary overtime, such employee will be excused from the assignment and the next employee on the list who has not worked voluntary overtime within the last 48 hours will be assigned. When the next mandatory assignment occurs, the Employer shall assign the employee previously excused unless the employee has again worked voluntary overtime during the preceding 48 hours.
- g. Employees working overtime will be assigned where the Employer determines the overtime need exists.
- h. Employees entering established equalization units shall be placed on the mandatory overtime list provided for in Section 2a in seniority order. Such employees will be credited with a number of man-

datory overtime assignments equal to the lowest number credited to any employee in the mandatory overtime equalization unit.

### Section 3. Equalization Unit Agreements

- a. Equalization units may be changed by written agreement of the parties. If either party requests a change to an established equalization unit, the matter shall be discussed at labor-management meetings at appropriate local levels. If agreement is not reached, either party can request that an unresolved equalization unit issue be submitted to a committee consisting of representatives of the Union and representatives of the Office of Administration and the department. After a period of 45 days from the date of the request to submit the unresolved issue to the committee, either party can request that an unresolved equalization unit issue be submitted to an arbitration panel. The arbitration panel shall consist of one Union staff member, one staff member of the department, and one impartial arbitrator jointly selected by the parties.
- b. If a grievance arises over equalization of overtime based on actions taken by the Employer prior to the date of an agreement or an arbitration award establishing the applicable equalization unit, an arbitrator shall not award back pay to an employee due to the Employer's use of the incorrect equalization unit for the equalization of overtime.
- c. Written local agreements concerning equalization units presently in existence shall continue subject to the expiration provisions in each local agreement. All such agreements and revisions thereto require the approval of the appropriate local Unions and District Council, Superintendents or designee and DPW Bureau of Labor Relations.

#### **Section 4. Equalization Units**

If agreement is not reached on an equalization unit and if neither party requests arbitration, the following equalization unit(s) shall apply:

- a. All employees in the same classification who report to or are supervised by the same first-level of management, or designee, by shift and by organizational area. Organizational areas will be designated at the sole discretion of Management and shall be identified at the beginning of the equalization period.
- b. For those overtime assignments which require even minimal training periods, overtime will be equalized only among those employees in the classification who are capable of performing the assignment without training.
- c. Overtime involved in specialized functions will be limited to the employee(s) assigned to that particular function.

#### **Section 5.**

Nothing in this Agreement shall require the Employer to accept as a volunteer or to assign mandatory overtime to an employee where the employee would be entitled to double time for such overtime work.

#### **Section 6.**

The requirements of Sections 1, 2 and 4 above shall be superseded by any procedure mutually agreed upon in writing by the Employer and the Union at an agency, institutional or local agency level. Such local agreements must be approved by the Local Union, the appropriate District Council, superintendent or designee and DPW Bureau of Labor Relations.

#### **Section 7.**

For purposes of Sections 1 through 6 above, seniority shall be Master Agreement seniority.

#### **Section 8.**

Sections 1 through 7 above supersede Article 20, Section 5 of the Master Agreement.

## APPENDIX K

### TECHNICAL SERVICES UNIT

#### TRAVEL EXPENSES

Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations.

The travel headquarters for Field Construction Inspectors assigned to construction project sites will not be changed during the life of the current collective bargaining agreement.

The Commonwealth will continue to pay mileage at the appropriate rate for necessary travel between construction project sites.

Employees who are required by the Employer to travel 15 miles or more from their work site and whose work assignment requires that they remain away from said office work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.00, including sales tax. Effective July 1, 1994, the lunch expense will increase to \$3.25 and effective July 1, 1995, the lunch expense will increase to \$3.50, including sales tax. Department of Transportation and General Services employees who are required to travel 15 miles or more to field work sites shall be granted lunch expenses not to exceed \$3.00, including sales tax; provided, however, that the field work site must be 15 miles from the employee's home. Effective July 1, 1994, the lunch expense will increase to \$3.25 and effective July 1, 1995 the lunch expense will increase to \$3.50, including sales tax. Department of Transportation employees who are eligible as set forth above, but are then required to return to headquarters over the lunch period, will remain eligible for the reimbursement. Department of Environmental Resources employees who are required to travel 15 miles

or more to construction work sites shall be granted lunch expenses not to exceed \$3.00, including sales tax; provided, however, that the construction work site must be 15 miles from the employee's home. Effective July 1, 1994, the lunch expense will increase to \$3.25 and effective July 1, 1995 the lunch expense will increase to \$3.50, including sales tax. Department of Environmental Resources employees who are eligible as set forth above, but are then required to return to headquarters over the lunch period, will remain eligible for the reimbursement.

These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

### **TRAVEL TIME**

Employees who are required to travel between 25 and 49 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted one-half hour of travel time in each direction.

Employees who are required to travel between 50 and 99 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted one hour travel time in each direction.

Employees who are required to travel more than 100 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted an additional one hour's travel time in each direction, for each additional 50 miles traveled or part thereof.

Distances for Department of Transportation employees shall be calculated from the initial point of departure (home or headquarters) to destination point (field work site).

Hours of work for employees, if required by the Employer to travel to and from the work site by transportation provided by the Employer, shall commence at the time of embarkation and shall cease at the time of debarkation.

When a Field Construction Inspector in the Department of General Services decides to move outside the district, travel time and mileage will not apply until he reaches the Geographical Border of the assigned county or the district he is assigned.

### **POSTING OF PERMANENT SURVEY CREW MAKE-UP**

In the Department of Transportation, listings showing employees who comprise a Permanent Survey Crew shall be posted at convenient work locations. Reassignments will not be made for an arbitrary or capricious reason. The Union shall designate a person to whom a copy of such listings shall be provided by the Employer.

Updated listings shall be posted and a copy given to the Union at periodic intervals.

The parties agree that the make-up of permanent crews will be posted at appropriate locations two weeks prior to the effective date for such crews to begin functioning as a unit unless management is prevented from adhering to this time requirement because of an emergency situation.

It is understood that the President of the local involved shall be given a copy of this posting.

### **AVAILABILITY OF MEAL AND SANITARY FACILITIES**

In the event the Employer provides transportation to the work site, it will, where feasible, make provisions for transportation to meal and sanitary facilities.

### **WORK ASSIGNMENT**

Field Construction Inspectors employed in the Department of General Services may be assigned outside the district to which they are assigned when the bordering counties are connected or when the assignment is no more than 60 miles from the border into the neighboring district.

However, these assignments will not be made for arbitrary or capricious reasons and employees will not be assigned to a district where a furlough is in effect.

Construction Inspectors shall not be required to verify any work that they have not personally inspected.

### SEASONAL REASSIGNMENTS

**Section 1.** Seniority application or any other arrangement relative to seasonal reassignments shall be negotiated at the local district office. If no resolution can be reached Section 2, below, will become effective.

#### Section 2. Seasonal Reassignments to Winter Assignments

When seasonal reassignments are made by the Department of Transportation affecting construction and materials personnel in the Technical Services Bargaining Unit and involving a move of such personnel from construction work to other types of work within the District, the less senior employees based on Master Agreement seniority shall be the first to be reassigned from the classification selected for reassignment; provided, however, that the employees retained on construction have the skill and ability to perform satisfactorily the construction work remaining to be done. At the time such seasonal reassignments are made the senior employees then affected, if qualified, shall be granted preferences from among the assignments then available. This provision shall not be construed to provide bumping rights for any employee. At each job site, permanent employees will not be reassigned before temporary, part-time employees and interns.

During the month of October a labor-management committee meeting will be held at the district level for the purpose of apprising the Union of the projected job situation as it appears at that time.

#### Section 3. Seasonal Reassignments from Winter Assignments.

The following steps will be used for determining the procedure for reassigning construction and materials personnel in the Technical Services Bargaining Unit in the Department of Transportation from their winter assignments.

- a. A meeting will be held in each Engineering District between appropriate local management officials and local Union officials.
- b. The purpose of the meeting is to agree to a procedure at the local level concerning the reassignment of employees from their individual winter assignments to the jobs such persons shall perform during the next construction period.
- c. The first such meeting at the local level shall be held within 40 calendar days from September 30.
- d. Agreement between the parties at the local level concerning the reassignment shall be realized within 40 calendar days from date of first meeting.
- e. In the event agreement cannot be reached at the local level mentioned in d above, the matter shall be referred to Central Headquarters.
- f. Upon such referral, meetings shall take place between the parties, by representatives chosen by each party, and an attempt shall be made to resolve the matter within 30 days from the date of referral to Central Headquarters.
- g. In the event the matter is not resolved by representatives of Central Headquarters and representatives of the Union in the specified period, the matter shall be referred to the Office of Administration, Bureau of Labor Relations.
- h. Upon such referral to the Bureau of Labor Relations, arrangements shall be made to submit the matter to

binding arbitration. Such arbitration shall be placed in an expedited procedure.

### **EXPENSE ACCOUNTS**

Expense vouchers that are submitted at the appropriate time and are properly completed and signed shall be paid within six weeks.

Expense accounts that are not received on the designated due date will be processed prior to the succeeding due date. This will apply to vouchers that are submitted within 15 days after the designated due date.

Delays occasioned by situations beyond the jurisdictional control of the Governor or lack of funds shall not be the subject of any grievance.

### **TEMPORARY REASSIGNMENTS BETWEEN SENIORITY UNITS**

Should the Department of Transportation be required to temporarily assign ten or more employees in a job classification to a new seniority unit to aid in the recovery effort caused by a natural disaster such assignments shall be made in the following manner:

1. Seniority application or any other arrangement relative to temporary assignments between seniority units may be negotiated at the local level. If no resolution is negotiated Section 2, below, will become effective.
2. The Employer will seek volunteers from among the employees in the classification in the District. Volunteers will be chosen beginning with the employee with the highest amount of Master Agreement seniority who has the requisite skill and ability to perform the required work, subject to management's responsibility to maintain efficient operations. If sufficient volunteers cannot be obtained the

Employer will assign employees in the inverse order of Master Agreement seniority whose residence is in the county which is the shortest geographical distance to the temporary work assignment.

### **SAFETY COMMITTEE**

Upon request, a statewide safety committee, consisting of two bargaining unit employees from each Engineering District, shall meet with representatives of the Department of Transportation to discuss safety procedures, policies, and problem areas. An agenda will be submitted in advance to appropriate Department management officials.

The result of safety committee meetings will be implemented as soon as possible, subject to budgetary limitations.

### **TRAINING**

The Commonwealth shall present training programs and review and upgrade programs where feasible with the goal of training interested employees.

Where there is a need to restrict the number of employees for training, interested employees shall be selected on a Master Agreement seniority basis, subject to management's responsibility to maintain efficient operations and/or meet mandated certification requirements.

### **NOTIFICATION OF VACANCIES**

The Department of Transportation will notify Technical Services Local Union Presidents of all vacancies within the Technical Services bargaining unit which are posted in accordance with Article 29, Section 4 of the Master Agreement. The Technical Services Local Union Presidents shall be provided with the names of employees who have been awarded promotions within five working days of the filling of the vacancies.



## **APPENDIX L**

### **INSPECTION, INVESTIGATION AND SAFETY UNIT**

#### **PREPARATION OF REPORTS**

Employees who are required to make out reports relating to their jobs shall prepare such reports on the Employer's time. The parties, recognizing that in many instances the employees required to make out such reports schedule their own hours, agree that it is not the intent of this paragraph to provide for the extension of the work week which is authorized by the Employer and thereby increase the Employer's overtime liability.

It is the intent of the parties to structure labor-management committee meetings for the purpose of reviewing and/or eliminating required paper work.

Such meetings will be held at least two times a year at the agency level. It is understood by the parties hereto that the final decision for the reduction and/or elimination of required paper work shall be made by the Employer.

Additionally, the parties agree that the Union will provide the Employer with an agenda which shall list the specific proposals to be made for the reduction and/or elimination of required paper work. If such agenda is not provided, the scheduled meeting shall not be held.

#### **CREDIT CARDS**

The Employer, at its sole discretion, shall either make credit cards available to those employees who have a valid operational need for such credit cards or shall arrange for employees to bill necessary work-related telephone calls to their office telephone number.

Where the Employer can demonstrate that either credit

cards or third party billing privileges have been abused, they shall be immediately withdrawn.

#### **MEAL EXPENSES**

Employees who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal worksite during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.00 including sales tax. These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed. Effective July 1, 1994, the lunch reimbursement will be increased to \$3.25 including sales tax. Effective July 1, 1995, the lunch reimbursement will be increased to \$3.50 including sales tax.

#### **STATEWIDE LABOR-MANAGEMENT COMMITTEE MEETING**

The parties agree that statewide labor-management committee meetings will be held when there is a problem or situation which impacts on more than one agency which comprises this bargaining unit. These meetings will be held quarterly.

The committee will function on an ad hoc basis with each party selecting their representatives but the total number representing each party shall not exceed 15.

Either side may request such a meeting by submitting an agenda to the Director of Labor Relations of the Office of Administration. Requests must be made two weeks in advance.

The time and place of the meeting will be determined by discussions between the Union and the management.

The meeting will be chaired on a rotating basis by the

designee of the Director of Labor Relations and the representative of the Union.

Labor/Management Committees at the agency or local level shall meet at the request of either party at mutually convenient times. The party requesting the meeting shall provide a tentative agenda for discussions. The Employer will provide a timely response to the Union with regard to the issues discussed during the meeting. After consideration of the Union's recommendations, the Employer will implement whatever actions it deems appropriate, if any.

### **PERSONAL PROPERTY DAMAGE**

In the event an employee who is involved in an undercover assignment or an investigation assignment in the field damages or destroys items of clothing or personal property which are worn by the employee and which are necessary for the performance of such employee's work, the Employer at its discretion shall reimburse the employee for either the value of, or cost of repair of, such clothing or personal property. The condition of the clothing or personal property immediately prior to such damage shall be taken into account in determining its value. The incident giving rise to such claims must be verified and not due to the employee's own negligence.

### **OFFICE EXPENSE**

#### **Department of Environmental Resources**

Employees in the following classifications in the Department of Environmental Resources whose office location is not owned or leased by the Commonwealth shall be paid \$55.00 per month which will compensate the employees for the cost of providing office space and telephone service:

- 71690 Bituminous Underground Mine Inspector
- 71680 Anthracite Underground Mine Inspector

- 71580 Surface Mine Conservation Inspector I
- 71810 Oil and Gas Inspector
- 71540 Anthracite Underground Mine Electrical Inspector
- 71550 Bituminous Underground Mine Electrical Inspector
- 71700 Metal & Non-Metal Underground Mine Inspector

### **Department of Labor and Industry**

Effective July 1, 1993, Safety Inspector Trainees (71060) and Safety Inspectors (71070) in the Department of Labor and Industry will receive a monthly stipend of \$40. Effective July 1, 1994 the monthly stipend for Safety Inspector Trainees and Safety Inspectors in the Department of Labor and Industry will be increased to \$45. Effective July 1, 1995 the monthly stipend for Safety Inspector Trainees and Safety Inspectors in the Department of Labor and Industry will be increased to \$50.

### **OFFICE EQUIPMENT**

Where the Employer requires the use of specific office equipment for the conduct of his assigned job duties the Employer shall provide such office equipment.

### **HEART AND LUNG ACT**

Parole agents may receive benefits as provided by the "Heart and Lung Act" (Act 193 of 1935 P.L. 477).

### **EXPENSE ACCOUNTS**

Expense vouchers that are submitted at the appropriate time and are properly completed and signed shall be paid within six weeks. Delays occasioned by situations beyond the jurisdictional control of the Governor or lack of funds shall not be the subject of any grievance.

## **AIRPORT FIREMAN**

The Bureau of Aviation in the Department of Transportation will meet and discuss with representatives of the Airport Firemen on the issue of safety equipment.

The Employer will continue to review the programs presented by the American Association of Airport Executives for Aircraft Rescue and Fire Fighters (ARFF). In addition, the Employer will also entertain employee requests to review other applicable training programs offered by qualified training sources. If management determines the seminar program is educational for the majority of the Airport Firemen, consideration will be given to sending at least one Airport Fireman. This employee would be required to share the contents of the seminar with other Firemen in a manner and at times mutually agreed upon between the Employer and the employee.

Airport Firemen who obtain Emergency Medical Technician (EMT) certification and were not granted a one step increment in accordance with the July 11, 1991 side letter between the Commonwealth and AFSCME, shall receive a one step increment upon providing proof of current EMT certification. The effective date of the one step increment for the Airport Fireman who is currently EMT certified but not covered by the July 11, 1991 side letter shall be July 1, 1993. For all other Airport Firemen who obtain EMT certification, the effective date for the one step increment shall be the first day of the first full pay period following the date the employee provides proof of EMT certification to the Employer. Employees shall be required to maintain EMT certification in order to continue to be eligible for the one increment differential.

## **DRIVER LICENSE EXAMINERS**

The Commonwealth agrees that Driver License Examiners who must obtain a Commercial Driver License

(including endorsements) in order to perform their duties with respect to testing drivers will not be responsible for the cost of this license over and above the cost of their Pennsylvania Driver's License provided they use the Commercial Driver's License (and required endorsements) for testing purposes only.

## **USE OF COMMONWEALTH VEHICLES**

The parties hereto agree that an employee may use a Commonwealth vehicle for legitimate reasons after normal working hours. For purposes of this Agreement, "legitimate reasons" shall not include, among other reasons, the use of this aforesaid vehicle for entertainment or recreational reasons. To be eligible to use a Commonwealth vehicle after normal working hours, the employee must be required by the Employer to remain away from home after such work hours.

Employees who have Commonwealth vehicles permanently assigned to them or who utilize Commonwealth vehicles on a day-to-day basis shall, if prior approval is secured, be permitted to drive these vehicles home at the end of their work day when, in the opinion of the Employer, such practice will result in the more efficient and economical use of both the employee's time and the vehicle so utilized.

## **SAFETY EQUIPMENT/WORK SHOES**

Dog Law Enforcement Wardens (74520) and Large Capacity Weights and Measures Inspectors (70424) in the Department of Agriculture who have been in active pay status at least 200 aggregate working days will be reimbursed up to \$75.00, upon presenting a receipt, for one pair of safety/work shoes. Payment will be on an annual basis as of July 1 of each year.

## **JOB ASSIGNMENTS**

The Employer shall give consideration to territory assignments on the basis of seniority where such assignments do not adversely impact on the Employer's right to maintain efficient operations. The Employer further agrees to Meet and Discuss upon request of the Union on the impact of territorial redistribution or adjustments prior to implementation.

## **UNIFORM ALLOWANCE**

- a. Employees in the following classifications will receive an annual uniform allowance of \$85.00.
  - 70570 Revenue Enforcement Agent Trainee
  - 70580 Revenue Enforcement Agent
  - 74240 Airport Fireman
  - 74280 Airport Fireman Shift Leader
  - 76102 Fire Academy Instructor
  - 70751 Motor Carrier Enforcement Officer 1
  - 70752 Motor Carrier Enforcement Officer 2
  - G5410 Public Utility Enforcement Officer
  - 71040 Driver License Examiner
- b. The allowance provided for in (a) above will be payable no later than September 30 of each contract year. If an employee has been in active pay status for an aggregate of less than 200 working days during the preceding contract year, the allowance will be prorated. For the purpose of this section, active pay status shall be defined as the items listed in Section 2 of Article 20. Effective July 1, 1994, the uniform allowance for the above referenced classes shall be increased to \$90.00. Effective July 1, 1995, the uniform allowance for the above referenced classes shall be increased to \$100.00.
- c. Dog Law Enforcement Wardens (74520) will receive the uniform allowance under the side letter

between the parties dated June 17, 1987 with the exception that the allowance will be paid on a fiscal year basis instead of a calendar year basis.

## **NOTIFICATION OF VACANCIES**

The Employer agrees to send vacancy notices to the homes of any employee in this unit who has seniority rights to a position as outlined in Article 29, Sections 5 and 6 and Management Directive 515.4 provided they do not regularly report to an office at least once per week. The Employer also agrees to send a copy of the vacancy posting to the local union President provided the Union has provided the name and address of the Local Presidents and geographic areas covered to the Office of Administration, Bureau of Labor Relations. The name of the person selected to fill the vacancy will be sent to the Local President, or, if a decision is made not to fill the vacancy, notice will be sent to the Local President advising of this.

## **MOTOR CARRIER ENFORCEMENT OFFICER**

The Department of Transportation will meet and discuss on the issue of additional training.

## **HOURS OF WORK**

### **Department of Agriculture**

The Hours of Work for employees who work at the Horse/Harness Race Tracks, West Chester Equine Toxicology and Research Laboratory, and the Farm Show Complex will be scheduled in accordance with past practice.

### **Board of Probation and Parole**

The Hours of Work for Parole Agents 1 and 2 will be governed by the side letters between the Office of Administration and AFSCME, Council 13 dated September 8 and 15, 1987.

## **Department of Revenue**

The Hours of Work for District Lottery Representatives in each of the six Area Lottery Offices will be governed by the April 19, 1991 side letter between the Department of Revenue and AFSCME, Council 13. If the pilot project is terminated by either party, the hours of work for these employees will be governed by the provisions of Article 6 of the Master Agreement.

## **VIDEO-DISPLAY TERMINALS**

Upon request of the Union, health and safety issues concerning the operation of current VDT furniture/equipment will be addressed through the local meet and discuss process.

The Employer will give preference to ergonomics when economically practical in purchasing future and/or updating current VDT furniture/equipment. Before any VDT furniture/equipment is purchased, the Local Union will be notified. Upon request, the Employer agrees to meet and discuss with the Union at the local level to review and assess VDT/furniture purchasing issues. Any purchasing decisions will be made by the Employer in accordance with Article 2, Sections 1 and 2.

Issues appropriate for such meet and discuss sessions can include the following:

- Alternate work for pregnant employees; adjustable chairs; adjustable work tables; detachable keyboards; angle adjustable monitors; adjustable copy holders; glare screens; wrist and foot rests; lighting; reducing printer noise.

## **HAZARDOUS DUTY PAY**

Deep Mine Inspectors and Deep Mine Rescue and First Aid Instructors who are required to enter a mine for the purposes of rescue and recovery operations under emergen-

cy conditions as defined by the Department of Environmental Resources will be entitled to receive an additional \$5.00 per hour pay for all such time spent underground.

## **EMERGENCY RESPONSE TEAMS**

### **Department of Environmental Resources**

Department of Environmental Resources employees in the Inspection, Investigation and Safety bargaining unit (G-1) shall be eligible to bid on open Emergency Response Team (ERT) slots. Nothing in this section shall obligate the employer to create additional ERT slots or award open ERT slots to bidding Inspection, Investigation and Safety unit (II & S) employees.

In the event an II & S employee is awarded an ERT slot, they shall be subject to the same provisions and minimum requirements for maintaining team membership outlined in the Engineering and Scientific bargaining unit (B-4) Appendix L.

Surface Mine Conservation Inspectors with a valid Class A General Blasters License will be considered a separate classification for the establishment of ERT slots.

## **APPENDIX M**

### **PROFESSIONAL, ADMINISTRATIVE AND FISCAL UNIT**

#### **EXPENSE ACCOUNTS**

The present policy and practice relating to the payment of expense accounts shall remain the same.

All expense checks will be sent out no later than one month from the date of receipt of the travel expense voucher in the Comptroller's Office. The Comptroller may issue an advance payment when this time frame is not met.

Employees may receive advances in accordance with Section 3 of the Commonwealth's Travel Expense Regulations. If an employee submits a request for cash advancement six weeks in advance of the assignment; and they have reconciled any previous advancements through submission of the travel expense voucher; and provided sufficient funds exist in the agency's advancement account to cover the amount of the advancement; and provided that the employee notifies their supervisor three working days in advance of the leaving that the check has not been received; the employee may then elect not to leave for the field assignment.

#### **LUNCH EXPENSES**

Employees who are required by the Employer to travel 15 miles or more from their regular work site and whose work assignment requires that they remain away from said office work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.00, \$3.25 effective July 1, 1994 and \$3.50 effective July 1, 1995, including sales tax. The current practice of compensating Liquor Control Board Auditors will be modified so the Auditors' eligibility is determined in the same manner as other employees covered by this Section.

Employees who are required by the Employer to perform a multiple day work assignment at a work site distant enough to qualify the employees for overnight travel status as authorized by their agency and who elect to return to their home rather than remain overnight at the work site, thereby not being eligible to claim per diem expenses, shall be reimbursed for out-of-pocket lunch expenses in accordance with the amount fixed for that meal in the Commonwealth's Travel Expense Regulations.

These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

#### **PAYCHECKS**

Employees who customarily and regularly perform their work away from the Employer's premises may elect to have paychecks mailed to their home. Employees who participate in the Direct Deposit program may elect to have their pay stubs and payroll stuffers distributed with pay checks mailed to their home FROM THE CENTRAL OFFICE. Such election may be exercised by an eligible employee only one time during the life of the collective bargaining agreement; provided, however, an employee may rescind such election anytime during the life of the collective bargaining agreement.

When it has been determined that a paycheck has been lost or stolen before the employee receives it, every effort will be made to issue a replacement check within two work days after notification of loss.

#### **DRIVING REGULATION**

The Employer will generally not direct any employee to drive (operate a motor vehicle) for more than 7.5 hours a day.

## **HOURS OF WORK**

It is understood and agreed between the parties that the provisions of Section 9 of Article 6 specifically apply to certain employees in the Banking, Insurance, Environmental Resources and other Departments whose working hours generally meet the standards set forth in Section 9 of Article 6.

## **CREDIT CARDS**

The Employer shall make credit cards available to those employees who, in the opinion of the Employer, have a valid operational need for such credit card. It is understood that eligible employees shall receive the credit cards which are included within the policy of their particular agency.

## **PREPARATION OF REPORTS**

Employees who are required to make out reports relating to their jobs shall prepare such required reports on the Employer's time. The parties, recognizing that in many instances the employees required to make out such reports schedule their own hours, agree that it is not the intent of this paragraph to provide for the extension of the work week which is authorized by the Employer and thereby increase the Employer's premium time liability.

## **USE OF COMMONWEALTH VEHICLES**

An employee on travel status may use a Commonwealth vehicle for legitimate reasons during non-working hours. For purposes of this section, "legitimate reasons" shall not include, among other reasons, the use of Commonwealth vehicles for entertainment or recreational reasons.

Employees assigned Commonwealth vehicles shall, if prior approval is secured, be permitted to drive these vehicles home at the end of their work day when, in the

opinion of the Employer, such practice will result in the more efficient and economical use of both the employee's time and the vehicle so utilized.

## **PERSONAL TELEPHONE CALLS**

Employees of this unit will be reimbursed for personal long distance telephone calls when they are required to remain on a field assignment which involves a weekend layover. During such assignments, a telephone call allowance of \$5.00 per week will be permitted.

## **WEEKEND TRAVEL**

### **Banking and Insurance**

In the event employees who are members of this unit are required to remain away from home over the weekend or during that period of time when they are not scheduled to work, and such employees desire to return home, the parties hereto agree the employee will be reimbursed for travel costs in an amount not to exceed the total cost to the Employer had the employee remained at the work location computed in accordance with the Commonwealth Travel Expense Regulations. It is understood by the parties that the benefit provided in this Section shall apply only to those situations in which the costs of returning home are greater than the costs of remaining at the work site.

In the event the above assignment extends four weekends or more, and employees desire to return home, the parties agree employees will be reimbursed every other weekend, beginning with the second weekend, for one round trip computed in accordance with the Commonwealth Travel Expense Regulations, whether or not the amount exceeds the total cost to the Employer had the employee remained at the work location.

## **HOLIDAYS**

### **Banking and Insurance**

If the Commonwealth observes a minor holiday but the financial institution or insurance company being examined is not closed, a field examiner may, by mutual agreement of the Employer and the employee, work the day the holiday is being observed by other Commonwealth employees and instead observe the holiday on a mutually agreeable day off within eight months. The employee will not earn premium pay for working on the day the holiday is observed by other Commonwealth employees.

### **FIELD EMPLOYEES' MAIL**

Upon request of the employee, the mail in the employees' mail box will be sent to their home address on paydays.

### **EDUCATIONAL LEAVE FOR PROFESSIONAL ENRICHMENT**

Employees in this unit who desire to attend professional seminars, meetings, conventions, etc., for purposes of professional enrichment may at the involved agency's discretion, be granted educational leave to attend such functions in accordance with the Commonwealth Personnel Rules and the Management Directives governing such training experiences. When educational leave is to be approved for seminars, meetings, conventions, etc., where, in the opinion of the Employer such leave is appropriate, consideration will be given to rotate such leave among employees at the work site.

### **CONFERENCE REQUIREMENTS**

#### **PennDOT**

When an employee is required by management to perform work connected with a planned conference, such as setting up, speaking, attending breakfast and/or dinners,

the employee shall be compensated and the time will be considered as hours worked.

### **TRAINING**

The Commonwealth agrees to establish agency level committees which will meet upon request of the union to review training.



## APPENDIX N

### ENGINEERING AND SCIENTIFIC UNIT

#### HOURS OF WORK

##### Department of Environmental Resources

It is understood and agreed between the parties that the provisions of Section 8 of Article 6, Hours of Work, specifically apply to employes in the following classifications in the Department of Environmental Resources: Conservation District Field Representative I, Conservation District Field Representative II and Conservation Program Specialist I. The following provisions will govern the hours of work of the employes in these classifications.

Employes assigned by the Employer to attend evening meetings or to conduct inspections scheduled in conformity with the work hours of the regulated industry shall, at the discretion of the Employer:

- (1) Be compensated for said hours worked at the appropriate rate, or
- (2) Be rescheduled for time off at the appropriate rate for said hours worked. Rescheduled time shall be scheduled and granted at a time mutually agreed upon by the Employer and the employee. If, after six months following the assignment giving rise to the need for reschedule time, no mutual agreement has been reached, the period for rescheduling shall be extended an additional 90 days. During this 90 day extension period, the Employer shall, at its discretion, either schedule the employee for time off or shall compensate the employee for those hours for which it does not schedule said employee off. Employes who are scheduled for time off by the Employer pursuant to the provisions of this paragraph but who elect instead to work during

those hours shall not be entitled to further compensation for or rescheduling of those hours.

Hours worked which are rescheduled as time off within either the week in which the meeting or inspection is conducted or at a later date, shall not be regarded as hours worked for the purpose of computing overtime hours.

#### TRAVEL TIME

Employes who are required to travel between 25 and 49 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted one-half hour travel time in each direction.

Employes who are required to travel between 50 and 99 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted one hour travel time in each direction.

An employee who is required to travel more than 100 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted an additional one hour's travel time in each direction, for each additional 50 miles traveled.

The hours of work of employes who are required by the Employer to travel to and from the work site by transportation provided by the Employer, shall commence at the time of embarkation and shall cease at the time of debarkation.

#### LUNCH EXPENSES

Employes who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to ex-

ceed \$3.00, including sales taxes. Department of Transportation and Environmental Resources employees who are required to travel 15 miles or more to field work sites shall be granted lunch expenses not to exceed \$3.00, including sales taxes; provided, however, that the field work site must be 15 miles from the employee's home or headquarters. The maximum amount, including sales tax, shall be increased to \$3.25 effective July 1, 1994 and \$3.50 effective July 1, 1995.

These allowances for subsistence require no receipts or other accounting. However, these are not flat allowances and only amounts actually expended may be claimed.

### **PROFESSIONAL ASSOCIATIONS AND LICENSURE**

No employee shall be required as a condition of employment to maintain membership in any professional association or to maintain licensure, except as may be required by law.

Solicitation of membership to professional associations shall not be condoned during working hours.

### **TECHNICAL PAPERS**

The Employer shall encourage interested individuals to write technical papers for local or national societies or for appropriate periodicals during non-working hours by providing reasonable use of agency records, equipment and space, subject to prior agency approval.

It is understood that the content of such papers shall not be represented as the official agency position unless authorization is received from the agency prior to publication.

### **WEEKEND TRAVEL**

In the event employees who are members of this unit are required to remain away from home over the weekend or

during that period of time when they are not scheduled to work, and such employees desire to return home, the parties hereto agree that the employee will be reimbursed for travel costs in an amount not to exceed the total cost to the Employer had the employee remained at the work location computed in accordance with the Commonwealth Travel Expense Regulations. It is understood by the parties that the benefit provided in this section shall apply only to those situations in which the costs of returning home are greater than the costs of remaining at the work site.

In the event the above assignment extends four weekends or more, and employees desire to return home, the parties agree employees will be reimbursed every other weekend, beginning with the second weekend, for one round trip, computed in accordance with the Commonwealth Travel Expense Regulations, whether or not the amount exceeds the total cost to the Employer had the employee remained at the work location. This shall not apply to training sessions for which the employee has volunteered and is not required by the Employer to attend.

### **EXPENSE ACCOUNTS**

The Employer will continue to provide for the expeditious payment of expense accounts in accordance with the existing Commonwealth Travel Expense Regulations.

### **VEHICULAR BREAKDOWNS**

The parties hereto agree that the Employer will allow subsistence and hotel allowance in the event of a vehicular breakdown. To be eligible for such subsistence and hotel allowance, the employee must have been required by the Employer to be in a travel status (such travel status does not include "routine reporting to work and return" situations), and the employee must have been unable to get the vehicle in an operable condition within a reasonable time.

It is further agreed that the employees will notify their immediate supervisor or appropriate person within their work unit concerning a breakdown during regular work hours. For breakdowns during non-working hours, the employee shall be guided by Commonwealth and/or departmental regulations. It is further agreed that the employee must have had a proper authorization to use the vehicle which is involved in the breakdown.

### **USE OF COMMONWEALTH VEHICLES**

The parties hereto agree that an employee may use a Commonwealth vehicle for legitimate reasons after normal working hours. For purposes of this Agreement "legitimate reasons" shall not include, among other reasons, the use of this vehicle for entertainment or recreational reasons. To be eligible to use a Commonwealth vehicle after normal working hours, the employee must be required by the Employer to remain away from home after such work hours.

Employees who have Commonwealth vehicles permanently assigned to them or who utilize Commonwealth vehicles on a day-to-day basis shall if prior approval is secured be permitted to drive these vehicles home at the end of their work day when, in the opinion of the Employer, such practice will result in the more efficient and economical use of both the employee's time and vehicle so utilized.

### **ADMINISTRATIVE LEAVE FOR PROFESSIONAL ENRICHMENT**

Employees of this unit who desire to attend professional seminars, meetings, conventions, etc. for purposes of professional enrichment may at the involved agency's discretion be granted administrative leave to attend such functions in accordance with Chapter 33 of Title 4 of the

Pennsylvania Code.

When administrative leave is to be approved for seminars, meetings, conventions, etc., where, in the opinion of the Employer such leave is appropriate, consideration will be given to rotate such leave among employees at the work site.

### **PERSONAL PROPERTY DAMAGE**

In the event an employee who is involved in a job related incident while working in a laboratory, in a forest fire suppression activity, or during an inspection where contact with a corrosive, acidic, caustic or heavy petroleum substance occurs, damages or destroys items of clothing or personal property which are worn by the employee and which are necessary for the performance of such employee's work, the Employer shall reimburse the employee for the value of, or cost of repair of, such clothing or personal property. The condition of the clothing or personal property immediately prior to such damage shall be taken into account in determining its value. The incident giving rise to such claims must be verified and not due to the employee's own negligence.

### **LIABILITY COVERAGE AND LEGAL DEFENSE**

The Employer shall provide liability coverage and legal defense as detailed in Title 4 Pennsylvania Code Chapter 39 and Management Directives 205.6 and 630.2.

### **PLACEMENT OF FURLONGHEES**

During the period that furloughed employees' names remain on the recall list, the Employer will interview those employees, as far as practicable, for any budgeted, available, uncommitted, vacant position for which they qualify within the bargaining unit prior to the employment of any new hires.

Employees will be considered available statewide unless they choose to limit their area of availability in writing at the time of their furlough.

If an employee declines an offer of employment within the employee's area of availability under this provision, their rights under this section shall cease.

### **EXPENSE ADVANCES**

Employees may continue to request cash advances to defray anticipated expenses arising from travel assignments. Such advances must be requested and approved in accordance with the Commonwealth's Travel Expense Regulations.

### **PREPARATION OF REPORTS**

Employees who are required to complete reports relating to their jobs shall prepare such required reports on the Employer's time. The parties, recognizing that in many instances the employees required to complete such required reports schedule their own hours, agree that it is not the intent of this paragraph to provide for the extension of the work week which is authorized by the Employer and thereby increase the Employer's premium time liability.

### **DIAGNOSTIC TESTING**

#### **Department of Environmental Resources**

The parties recognize that Department of Environmental Resources employees covered by this Appendix may be exposed during their normal work to potentially harmful chemicals and/or heavy metals.

In cases where an employee's physician determines it necessary to conduct or direct specific diagnostic testing to detect the presence or absence of such substances, the Employer agrees to cover the expense of such testing.

### **NEW PROGRAM PLACEMENT DISCUSSIONS**

In the event that a new program is developed by the Employer which affects members of this bargaining unit, the Employer agrees to hold discussions, upon request by the Union, for the purpose of determining if employee placement into such new program on a classification seniority basis is feasible.

### **LABOR-MANAGEMENT COMMITTEE**

#### **Department of Environmental Resources**

The Department of Environmental Resources agrees to continue efforts to ensure the safety and health of the employees.

Consistent with these efforts the Department agrees to participate in a committee comprised of an equal number of employees and employee representatives to discuss the formulation of policies and procedures governing the following issues.

- (1) Emergency responses
- (2) Training and equipment necessary to ensure the health and safety of employees engaged in the handling of dangerous substances.

### **INSPECTION WORK**

#### **Department of Transportation**

Department of Transportation employees covered by this Appendix who are engaged in inspection work shall not be required to verify the performance of any work that they have not personally inspected.

### **TRAINING**

Where feasible, the Commonwealth will continue present training programs and review and upgrade the programs with the goal of training interested and qualified employees within the Department or Agency.

Where there is a need to restrict the number of employees for training, interested employees shall be selected on a Master Seniority basis, subject to Management's responsibility to maintain efficient operations and/or need mandated certification requirements.

### EMERGENCY RESPONSE TEAMS (ERT)

#### Department of Environmental Resources

1. The Employer shall establish ERT slots by classification and location.
2. Slots will be open to employees in the same classification and headquartered at the same location as the slot.
3. When more than one employee bids on a slot the employee with the most engineering and scientific bargaining unit (B-4) seniority will be awarded the slot. A candidate will not be considered if he/she received a yearly performance evaluation below "meets objectives/factors" or received discipline in the form of a suspension or stronger in the preceding twelve months.
4. If a non-bargaining unit employee is placed in a slot where no eligible bargaining unit employees bid on the slot at a location where a trainee in the appropriate specialty is headquartered, the non-bargaining unit employee will remain in the slot for a minimum of 12 months after the trainee becomes a specialist. If an employee in the appropriate specialty and headquarters expresses an interest in the slot at the end of the 12-month period, he/she will be awarded the slot in accordance with Item -3 above.
5. If an ERT member subsequently has their classification changed without a headquarter change, he/she will have the option to remain an ERT member.

6. If an ERT member is subsequently promoted out of the bargaining unit without a headquarters change, he/she will have the option to remain an ERT member.

7. Overtime equalization shall be by individual.

8. The following are minimum requirements for maintaining team membership:

a. Pass baseline physical and be certified to be able to wear a respirator (self-contained breathing apparatus) and protective clothing. Pass annual check-up and certification.

b. Training

(1) Five-day course.

(2) One-day refresher course annually.

(3) Availability:

Number of Attempted Call Outs	Minimum Number of Responses
1	0
2	0
3	1
4	2
5	3
6	4
7	5
8	6
Above 8	75%

ERT members on approved leave will not be subject to availability criteria when on leave or for any holidays or regular days off that are contiguous to the approved leave.

Additionally, an employee may be removed from the ERT for inability or unwillingness to perform or if he/she received two consecutive yearly performance evaluations below "meets objectives/factors" or receives discipline in the form of a one-day suspen-

sion or stronger. Removal for these reasons or non-availability is subject to the grievance procedure beginning at the first-step of the Accelerated Grievance Procedure.

Removal from the ERT will be delayed, if the discipline is grieved in a timely manner, until the grievance is resolved. The Accelerated Grievance Procedure Panel and/or an Arbitrator can only consider if the discipline was appropriate, not that the employee will be removed from the ERT if the discipline is sustained.

9. ERT members are guaranteed two hours of work on a portal-to-portal basis in call time situations.
10. Payments by the Department for ERT membership will be:
  - July 1, 1993 - 2,385 . \$1192.50 bi-annually
  - July 1, 1994 - 2,465 . \$1232.50 bi-annually
  - July 1, 1995 - 2,555 . \$1277.50 bi-annually
- a. Payments will be made bi-annually for the previous six months.
- b. An employee must be an ERT member for six months to be entitled to the first payment.
- c. After the first six months, if an employee leaves the ERT for any reason, he/she will receive a prorata payment.

## **EDUCATIONAL LEAVE**

### **Department of Environmental Resources**

Department of Environmental Resources employees engaged in non-scheduled aerial flights who wish to take an approved AOPA Air Safety Foundation Pinch Hitters Course, to learn how to land an aircraft in case of emergencies, shall be granted Educational Leave. If said courses are not available on weekends, said leave shall not exceed ten hours.

Other such courses shall be an issue for a Meet and Discuss.

## **OFFICE EXPENSE**

### **Game Commission**

Employees in the following classifications in the Game Commission, whose office location is not owned or leased by the Commonwealth, shall be paid fifty-five dollars (\$55.00) per month which will compensate the employees for the cost of providing office space and telephone service:

62110	Wildlife Biologist 1
62120	Wildlife Biologist 2

## APPENDIX O

### LAW ENFORCEMENT FISH AND BOAT AND GAME LAWS UNIT

**HOURS OF WORK** — Article 6 of the Master Agreement is replaced in its entirety by the following:

**Section 1** - The work week shall consist of 40 hours in any five (5) days within a consecutive seven (7) calendar day period. The work week shall commence on Saturday and end the following Friday. Employees in the Fish and Boat Commission shall be guaranteed two (2) consecutive days off during the work week except during the period March 1 — May 31.

**Section 2** - The work day shall consist of the calendar day. There should be a minimum of sixteen (16) hours between the start of each shift unless a shorter period is requested by the employee and approved by the supervisor.

**Section 3** - The work shift shall consist of a maximum of eight (8) hours for employees in the Game Commission and ten (10) hours for employees in the Fish and Boat Commission within a work day unless a longer period is otherwise requested by the employee and approved by the supervisor.

**Section 4** - The regular hours of work shall be consecutive unless split at the request of the employee and approved by the supervisor.

**Section 5.**

a. Employees will submit to their supervisor a proposed schedule showing work days and hours at least four (4)

weeks prior to the start of the work week. The proposed schedule will be submitted for at least a four week period.

b. The supervisor will approve or modify the schedule as deemed necessary and advise the employee of the approved schedule not less than two (2) weeks prior to the start of the work week.

c. Changes to the approved schedule made less than two (2) weeks prior to the start of the work week shall be dealt with as set forth below. It is understood that employees will work only those hours approved or initiated by the supervisor. For employees in the Fish and Boat Commission, hours worked pursuant to the Employer's guidelines shall be considered to be initiated by the supervisor.

1. Employee initiated changes —

Supervisor may approve or disapprove the requested changes and the employee shall work accordingly.

2. Supervisor initiated changes —

a. Fish and Boat Commission — It is understood that these assignments include, in addition to those directed by a supervisor, those assignments performed in accordance with the Employer's guidelines. In the event of such supervisor-initiated assignments, the employee has the option to either:

(1.) Complete the supervisor-initiated assignment and adjust the work schedule to reduce the pre-approved hours. The employee shall not reduce the number of paid hours to less than 40 in the work week. If the employee chooses this option, the employee will inform the supervisor of the change(s) to the schedule. It is understood the employee shall not, however, eliminate any pre-approved essential assignments.

or

- (2.) Work the pre-approved schedule plus the supervisor-initiated assignment.
- b. Game Commission — Supervisor-initiated assignments are those assignments directed by a supervisor. Employees will complete these assignments in addition to their pre-approved schedule.
3. In case of emergency, employees shall work as directed by their supervisor and shall subsequently adjust their schedule so as not to exceed the number of scheduled hours in the pre-approved work week.
- d. The Fish and Boat Commission agrees to meet and discuss with the Union at a mutually convenient time and location regarding the Employer guidelines.

### **REST PERIODS**

Article 7 of the Master Agreement is not applicable to employees in this Unit.

### **MEAL PERIODS**

Article 8 of the Master Agreement is not applicable to employees in this Unit.

### **EATING AND SANITARY FACILITIES**

Article 9 of the Master Agreement is not applicable to employees in this Unit.

### **HOLIDAYS**

Article 10 Sections 2, 3, 4, 6, 7 and 11 of the Master Agreement are not applicable to employees in this Unit.

If a holiday is observed while a permanent full-time employee is on sick, annual, or other paid leave status, the employee will receive holiday pay and the day will not be charged against sick, annual, or other paid leave credits.

If an employee is required to work on any of the holidays listed in Article 10 Section 1, except the day after

Thanksgiving, the employee shall be compensated at one and one-half times the employee's regular hourly rate of pay for all hours worked on said holiday. For work performed on the day after Thanksgiving, the relevant portion of Article 10, Section 6 of the Master Agreement shall apply. The employee shall receive paid time off for all hours worked on a holiday up to a full shift as defined in Hours of Work Section 3 of this Unit Appendix.

### **PERSONAL LEAVE/ANNUAL LEAVE**

Present practices related to the granting of leave in the Fish and Boat Commission during the recognized peak period of the fishing (including stocking) and boating seasons (March 1 — September 15) and in the Game Commission during the spring turkey and the fall hunting seasons (September 1 — Antlerless deer season) shall continue. It is understood the maintenance of efficient operations requires the availability of the maximum number of employees during these periods.

### **OVERTIME**

Article 20, Overtime Section 1, and subsection a. of Section 1 are modified as follows:

**Section 1 a.** — One and a half of the employee's regular hourly rate shall be paid for work under the following conditions:

- (1) For work performed over eight (8) hours for employees of the Game Commission and ten (10) hours for employees of the Fish and Boat Commission in a work day when supervisor-initiated but not when employee initiated.
- (2) For work performed over 40 hours in a work week. Article 20, Overtime, Section 5. and the June 14, 1989 side letter of the parties' establishing overtime equalization units are amended as follows:



- (a) For the Fish and Boat Commission, the June 14, 1989 side letter will continue to apply.
- (b) For the Game Commission, the Wildlife Conservation Officer in charge of a district shall first be offered all overtime work that is considered a district function and that management wants performed within that district. Each officer's district shall constitute an overtime equalization unit.

### **SHIFT DIFFERENTIAL**

Article 21 of the Master Agreement is not applicable to employees in this Unit.

### **STANDBY TIME**

Article 23 of the Master Agreement is not applicable to employees in this Unit.

### **PROBATIONARY PERIOD**

The probationary period contained in Article 28 Section 5 of the Master Agreement is extended from six (6) to twelve (12) months for employees in this Unit.

### **SENIORITY/TRANSFER**

Article 29 Seniority Sections 4, 5, 6, 10, and 11 of the Master Agreement are replaced by the following provisions:

A) Fish and Boat Commission — Employees will be given an opportunity to inform the Fish and Boat Commission of their desire to be transferred into a vacancy in the following manner. When the initial vacancy occurs, the Fish and Boat Commission will notify all of its employees at least 20 days prior to the filling of such vacancy unless an emergency requires a lesser period of time. Employees will be notified at least 15 days prior to the filling of the vacancy resulting from the transfer of an employee

into the initial vacancy unless an emergency requires a lesser period of time. Such notification will not be necessary for any subsequent vacancies which may result after the transfer of an employee into the initial vacancy and the vacancy created by the employee filling the initial vacancy.

- B) Game Commission — When a Wildlife Conservation Officer district becomes vacant, the Game Commission, will notify all remaining Wildlife Conservation Officers within 30 calendar days. These Officers will have 30 calendar days to express an interest in a lateral transfer into the vacant district. The Game Commission in its sole discretion will within the following 30 calendar days select an employee for transfer, establish an effective date of transfer and notify the involved employee.

The employee will have 30 calendar days from the date of notification to provide written notice of acceptance or rejection of the transfer offer. Upon acceptance or at the expiration of the 30 calendar day consideration period, the transfer becomes non-revokable by the employee. This system of posting will only be utilized up to 60 calendar days prior to the graduation of a Trainee Class.

The parties may meet and discussion during the period of this agreement for the purpose of amending this section.

### **MISCELLANEOUS PROVISIONS**

Article 36 of the Master Agreement shall be modified as indicated below:

**Section 7.** Reimbursement of travel and subsistence expenses in accordance with the Commonwealth's Travel Regulations (Management Directive 230.10) shall be provided as modified below:

Each employee whose residence is not owned by the

Commonwealth shall be paid \$55.00 per month which will compensate the employee for office space in the employee's place of residence and \$60.00 in lieu of subsistence expenses for employees not in overnight travel status now provided by Section 11 of the Commonwealth's Travel Regulations, Management Directive 230.10. In addition, employees assigned to duties outside of their district for a period of not less than 12 consecutive work hours are entitled to subsistence expenses in the amount actually expended, not to exceed \$8.00. An employee whose residence is owned by the Commonwealth and who pays for such residence according to a maintenance schedule rather than a rental amount based on fair market value shall receive \$60.00 per month for the above subsistence expenses and, in addition, shall not reimburse the Commonwealth for maintenance charges for the room required to be utilized by the employee as an office for the conduct of Commonwealth business. The in lieu of subsistence and subsistence amounts provided above (\$60 per month) will be increased to \$65 per month effective July 1, 1994 and to \$70 per month effective July 1, 1995

**Section 9** - is replaced with the following provisions:

- a. An employee shall not be transferred for reasons which are punitive, disciplinary, or arbitrary and capricious. In no event shall an employee's reassignment be due to the valid enforcement of the Fish and Boat and Game Laws. Any dispute regarding the propriety of transfers shall be subject to the grievance and arbitration procedures outlined in Article 38 of the Master Agreement.
- b. Employees shall receive notice 30 calendar days prior to the effective date of transfer. Upon transfer,

employees may be granted up to sixty (60) days in travel status at their new location, to be taken in the initial ninety (90) consecutive calendar day period following their transfer, to provide adequate time for locating new living quarters and to move to the new location. Only that portion of the travel status allowance actually required shall be granted. No reimbursement will be made for local mileage. Employees returning to their pre-transfer headquarters or residence on days off or holidays will not be given subsistence or lodging for the day(s) off or holiday period.

Employees shall be entitled to expenses as provided in Section 9 and 11 of the Commonwealth's Travel Expense Regulations, Management Directive 230.10. Only that portion of the allowance actually required will be granted. An employee shall not be entitled to receive concurrently subsistence under this section and to receive an office and subsistence allowance as provided in the provisions of this understanding relating to office rent and subsistence (i.e., Article 36 Section 7 Miscellaneous Provisions).

#### **OUTSIDE EMPLOYMENT**

Employees shall be permitted to engage in outside employment during non-scheduled hours provided:

- (1) prior authorization is obtained;
- (2) the scope of employment does not demean the image of the Pennsylvania Fish and Boat Commission or Game Commission;
- (3) there is no conflict with the employee's duties;
- (4) the total amount of employment does not interfere with the employee's ability to perform their duties properly.

The application of the above criteria to a particular situation will be determined solely by the Fish and Boat and Game Commission and will not be subject to the

grievance and arbitration procedure. However, an employee whose request to engage in outside employment is initially denied may appeal that decision, in person, to the Executive Director or a designee, whose decision shall be final, binding and determinative of the issue.

The Union may meet and discuss with the Fish and Boat Commission or Game Commission during the period of this agreement for the purpose of amending this section.

An employee who submits a request for authorization to engage in outside employment shall receive a response to that request within three (3) weeks of its submission which approves it or denies it for reasons stated.

#### **LIABILITY COVERAGE AND LEGAL DEFENSE**

The Employer shall provide liability coverage and legal defense as detailed in Title 4, Pennsylvania Code, Chapter 39 and Management Directives 205.6 and 630.2.

#### **SALARY ADJUSTMENTS**

Employees in this unit shall receive the special salary adjustments provided for in the Unit Agreement signed in December 1990. Those special salary adjustments are separate and distinct from those in Article 19 of the Master Agreement. Employees in this Unit shall be entitled to remaining pay increments and general pay increases as well as future pay increments and general pay increases negotiated under the parties' Master Agreement.

#### **FISH AND BOAT FITNESS COMMITTEE**

The parties agree to form a joint labor-management committee, comprised of equal numbers of labor and management participants, to review and study the feasibility of implementing fitness standards and a fitness program for Fish and Boat and Commission members of this Unit.

#### **GAME COMMISSION ARBITRATION SCHEDULING**

Both the Commonwealth and the Union recognize that the period between the first day of archery season till the end of muzzleloader season is an extremely busy time for all Pennsylvania Game Commission Personnel.

In view of this recognition, both parties agree to attempt to avoid the scheduling of non-discharge arbitration cases during this period of time.

#### **REDISTRICTING**

When redistricting plans are being considered by the Fish and Boat or Game Commissions, management will notify the Union of the changes that are being considered. At the request of the Union, management will Meet and Discuss on the proposed redistricting. Officers from the involved district and their Union representatives will be given the opportunity to attend any such Meet and Discuss session.

#### **FISH AND BOAT WEEKEND WORK**

The Fish and Boat Commission agrees that for the period October 1 to December 31 of each year Waterways Conservation Officers will not be regularly scheduled to work weekends. During the months of January and February of each year such employees may be required to work on two (2) weekend days per month. For the months of March, April, May, and September these employees will receive four (4) weekend days off per month and for the months of June, July and August at least two (2) weekend days will be scheduled off per month.

#### **TERM OF AGREEMENT**

The provisions of this Unit Appendix on Salary Adjustments, Hours of Work, Overtime and Shift Differen-

tial shall remain in full force and effect until June 30, 1996, regardless of any Unit or bargaining Act changes that may occur.

The remainder of this Unit Appendix and the provisions of the Commonwealth/AFSCME Master Agreement applicable to this Union shall remain in full force and effect for all covered members of this Unit through the life of the Master Agreement as stated in Article 45 Termination of the Master Agreement.

If, at any time, members of this Unit are removed from coverage under this Act 195 Unit and are placed under coverage of an Act 111 Unit by action of the Pennsylvania Labor Relations Board, the Commonwealth and AFSCME agree to continue the provisions of this Unit Appendix and the applicable Commonwealth/AFSCME Master Agreement until such time as a new Act 111 bargaining accord can be achieved. In the event such a Unit change does occur, the Union agrees to an Act 111 negotiating moratorium for any such Unit that might be created and agrees not to pursue Act 111 negotiations for this new Unit until one (1) year from the date of the Unit certification but in no event sooner than July 1, 1994.

## APPENDIX P

### OFFICE OF ATTORNEY GENERAL UNITS

#### **Clerical, Administrative and Fiscal Professional, Administrative and Fiscal Inspection, Investigation and Safety**

The term "Employer" refers solely to the Office of Attorney General for employees in these units. Service in the Office of Attorney General will not constitute service under any other "Employer" under this Master Agreement except for purposes of determining the rate of earning annual leave entitlement. Employees leaving or entering the Office of Attorney General shall be permitted to transfer their unused annual leave, personal leave and sick leave, up to the allowable limits, earned before the transfer occurred, provided the gaining or losing agency allows the transfer of such leaves. Employees entering or leaving the Office of Attorney General from and to agencies which do not permit the transfer of unused annual leave and personal leave shall be compensated in a lump sum for such leave prior to entering or leaving the Department. Present practices concerning the transfer of sick leave accumulation in those agencies will continue.

#### **MEAL EXPENSES**

Employees who are required by the Employer to travel at least 15 miles from their office and home as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.00, \$3.25 effective July 1, 1994, \$3.50 effective July 1, 1995, including sales tax. These allowances for sub-

sistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

### **NOTIFICATION OF ABSENCE**

Notification to the immediate supervisor or any other individual designated by the Employer within one hour after the employee's scheduled starting time shall be considered notice in the event of an illness or any other situation which requires the employee's absence from work. Employees, when participating in a wiretap operation, should provide notification of absence at least one-half hour prior to the start of the employee's scheduled starting time.

### **PROMOTIONS AND TRANSFERS**

The Employer shall notify the Local Union President, upon written request, of the name(s) of the person(s) promoted in accordance with the procedures specified in Sections 5 and 6 of Article 29 of the Master Agreement and the name(s) of the person(s) transferred.

Vacancies that occur will be posted in all offices.

Upon promotion to a Special Agent II, Narcotics Agent II, or Medicaid Fraud Auditor II, the employee will receive a 15% increase or the minimum of the pay group, whichever is greater.

Grievances alleging violation of this provision may be submitted to arbitration on the issue that the Employer arbitrarily or capriciously failed to post the vacancy and the actions of the Employer were not merely inadvertent.

### **PERSONNEL FILES**

The Employer agrees to meet and discuss at the request of the Union at the agency level concerning procedures by which personnel files, section files, supervisory files,

electronic files or any similar vessel for information relating to the employee will be available for inspections by employees as provided in Section 11 of Article 36 of the Master Agreement.

### **LABOR-MANAGEMENT COMMITTEES**

The Union and the Employer agree to hold the following meetings upon the request of the other:

- a) Two days per contract year to meet and discuss concerning issues affecting employees in the Bureau of Narcotic Investigations;
- b) One day per contract year to meet and discuss concerning issues affecting employees in all other bureaus and divisions of the Employer;
- c) One day per contract year to meet with the Attorney General to discuss issues affecting all employees of the Employer.

In the event either party desires to hold any of the above-referenced meetings, that party shall provide written notice of its request to schedule the meeting no later than March 1 of the respective contract year. The March 1 deadline may be modified in writing by mutual agreement. Notice to the Employer shall be sent to the Director of Personnel. Notice to the Union shall be sent to AFSCME Council 13. All requested meetings shall be scheduled no later than June 1 of the respective contract year, unless otherwise agreed to in writing.

### **CREDIT CARDS**

The Employer, at its sole discretion, shall either make credit cards available to those employees in the Inspection, Investigation and Safety Unit who have a valid operational need for such credit cards or shall arrange for such employees to bill necessary work-related telephone calls to their office telephone number.

Where the Employer can demonstrate that either credit cards or third party billing privileges have been abused, they shall be immediately withdrawn.

### **PERSONAL PROPERTY DAMAGE**

In the event an employee in the Inspection, Investigation and Safety Unit is involved in an undercover assignment or an investigation assignment in the field and damages or destroys items of clothing or personal property which are worn by the employee and which are necessary for the performance of such employee's work, the Employer at its discretion shall reimburse the employee for either value of, or cost of repair of, such clothing or personal property.

The employee will be notified of approval or denial of the reimbursement request within sixty (60) days of the employee's submission for reimbursement.

### **SCHEDULING OF HOURS**

The provisions of Article 6 of the Master Agreement with the exception of Section 2 and 4, will not be applicable to Special Agents or Narcotics Agents, when there is a need to change the hours of work of an employee. This need shall include, but is not limited to, surveillance, court approved electronic interceptions, consensual electronic interceptions, arrests and raids. This need shall also include the conducting of interviews and the development and maintenance of informants based upon legitimate operational needs. It is understood that changes in the hours of work will not be made for arbitrary or capricious reasons.

The Medicaid Fraud Auditors and the Special Agents, Narcotics Agents, Consumer Protection Agents and Special Investigators, whose hours of work have been changed pursuant to the above will work any ten (10) days

out of fourteen (14) days. Unless otherwise agreed to by the employer and the employee, employees' days off will be consecutive with a minimum of two (2) days being scheduled at one time, and employees will not be scheduled to work more than ten (10) consecutive days without intervening days off being scheduled. In addition, the starting time of a shift may vary from day to day. However, employees will not be required to work a split shift.

Except during emergency situations, Narcotics Agents, Special Agents, Consumer Protection Agents, Special Investigators and Medicaid Fraud Auditors will not be required to work on Saturday and/or Sunday solely for the purpose of routine phone coverage, unless otherwise agreed to by the employer and the employee.

The provisions of Article 6 of the Master Agreement with the exception of Section 2 and 4, will not be applicable to Medicaid Fraud Auditors, Consumer Protection Agents and Special Investigators, when there is a need to change the hours of work of an employee. It is understood that changes in the hours of work will not be made for arbitrary or capricious reasons.

The work shift for Special Agents, Narcotics Agents, Consumer Protection Agents, Special Investigators and Medicaid Fraud Auditors will consist of eight (8) work hours and a non-paid lunch period. The non-paid lunch period will be one half hour unless otherwise agreed to by the employer and employee.

When an employee's schedule is changed consistent with the above language, the Employer agrees to give advanced notice to the employee as soon as it has been determined that the employees' schedule must be changed. When such change involves the employee's days off, the Employer will give 48 hours notice. Neither the failure to give advanced notice of the schedule change, or the failure to give 48 hours notice will be subject for arbitration.

## **HEART AND LUNG ACT**

Narcotics Agents may receive benefits as provided by the "Heart and Lung Act," Act of June 28, 1935, P.O. 477 No. 193, as amended (53 P.S. Section 637).

## **PREPARATION OF REPORTS**

Employees in the Inspection, Investigation and Safety Unit who are required to make out reports relating to their jobs shall prepare such required reports on the Employer's time. It is agreed that it is not the intent of this paragraph to provide for the extension of the work week which is authorized by the Employer and thereby increase the Employer's premium time liability.

## **TRAINING**

The Commonwealth and the Union agree to establish a joint committee to meet and discuss items concerning training needs and training programs.

## **SHIFT DIFFERENTIAL**

The provisions of Article 21, Shift Differential, of the Master Agreement are not applicable to Special Agents, Narcotics Agents, Consumer Protection Agents, Special Investigators and Medicaid Fraud Auditors.

## **OVERTIME**

The provisions of Article 20 of the Master Agreement with the exception of Sections 2, 4 and 7 shall not be applicable to Special Agents II, Narcotics Agents II, and Medicaid Fraud Auditors II. These employees will be paid time and one-half for all hours worked over 80.

## **CERTIFICATES AND LICENSES**

The employer agrees to pay any cost related to Licenses or Certificates required by the employer.

## **SAFETY AND HEALTH**

A joint committee will be established to discuss appropriate Safety equipment and its replacement schedule.

The Employer agrees to pay the cost of obtaining a baseline blood test for Hepatitis "B", and the Hepatitis "B" vaccine. It is agreed that only Agents whose job would possibly expose them to airborne or body fluid transmitted diseases will have these services made available to them.

## **LIABILITY COVERAGE AND LEGAL DEFENSE**

The employer agreed to provide liability coverage and legal defense similar to that which is provided for in Title 4 of the PA Code, Chapter 39 and Management Directives 205.6 and 630.2.

## **TRAVEL TIME**

When an employee is required to travel from their home to a field work site, he/she shall be paid for the time necessary to travel to and from the field work site minus the amount of time it would take to travel from the employee's home to the office and back to the employee's home.

Employees who are offered overnight accommodations at the field work site, but choose to commute, will be paid for travel to the work site at the beginning of the assignment and travel from the work site at the conclusion of the assignment or any employer authorized interruption in the assignment. In the event an assignment takes ten (10) or more consecutive days to complete, the employee will be paid for travel to the work site and travel from the work site after ten (10) consecutive days unless otherwise agreed to by the employer and the employee.

## **PROBATIONARY PERIOD**

Newly hired Narcotic Agents, Medicaid Fraud Agents and Special Agents shall serve an initial hire twelve (12)

month probationary period during which time the provisions of Article 28, Section 1 shall not apply.

### TRAVEL STATUS

An employee required by the employer to remain away from home over their days off will receive a \$100.00 stipend one time per fourteen (14) calendar day period.

Employees may use the employer provided vehicle to travel to a restaurant of the employee's choice within reasonable distance of the hotel or work site.

### CLASSIFICATION

Effective July 1, 1993 Medicaid Fraud Auditors will receive Pay Step increases equivalent to \$2,500. This increase will be included in the employee's base rate of pay.

Effective July 1, 1993 all Medicaid Agents will be reclassified to Special Agents.

### EXPENSES

Employees on loan to another agency shall be paid expenses consistent with that agency's policy or the Office of Attorney General's policy, whichever is greater. The employee will be paid consistent with the borrowing agency's policy provided the borrowing agency is paying the employee or reimbursing the Office of Attorney General.

### SICK LEAVE

Effective July 1, 1993 the parties agree to implement a program that will allow employees to donate leave to other employees who suffer a serious injury or illness and have exhausted their accumulated leave.

### DRUG TESTING POLICY

It is agreed that a Reasonable Suspicion Controlled Substance Testing Program will be implemented as soon as the provisions are finalized by the employer and the union.

### ATTORNEY GENERAL SENIORITY UNITS: FURLOUGHS AND PROMOTIONS

Harrisburg Non-Civil Service Civil Service	Allentown Non-Civil Service Civil Service
Philadelphia Non-Civil Service Civil Service	Erie Non-Civil Service Civil Service
Pittsburgh Non-Civil Service Civil Service	Reading Non-Civil Service Civil Service
Scranton Non-Civil Service Civil Service	State College Non-Civil Service Civil Service
Wilkes-Barre Non-Civil Service Civil Service	Butler Non-Civil Service Civil Service
Greensburg Non-Civil Service Civil Service	West Norriton Non-Civil Service
Ebensburg Non-Civil Service	Meadville Non-Civil Service Civil Service
Williamsport Non-Civil Service Civil Service	MAGLOCLEN

For the purpose of Furlough and Seniority Units for Narcotics Agents I and II, Medicaid Agents I and II and Medicaid Fraud Auditors I and II shall be statewide.



## **APPENDIX Q**

### **PENNSYLVANIA CRIME COMMISSION**

#### **CLERICAL, ADMINISTRATIVE AND FISCAL PROFESSIONAL, ADMINISTRATIVE AND FISCAL INSPECTION, INVESTIGATION AND SAFETY**

The term "Employer" refers solely to the Pennsylvania Crime Commission for employees in these certified units. Service in the Pennsylvania Crime Commission will not constitute service under any other "Employer" under this Agreement except for purposes of determining the rate of earning annual leave entitlement. Present practices concerning the transfer of sick leave accumulation when an employee enters the Pennsylvania Crime Commission will continue. Employees entering the Pennsylvania Crime Commission will have their unused annual leave and personal leave compensated for in a lump sum prior to entering the Department.

Employees leaving the Pennsylvania Crime Commission and entering an agency under the jurisdiction of the Governor will transfer any unused annual leave, personal leave and sick leave up to the maximum set forth in Article 11, Article 13 and Article 14 of the Master Agreement. In addition, the employees will transfer Master Agreement seniority as defined by Article 29, Section 1b.

Employees leaving the Pennsylvania Crime Commission and entering an independent agency will be governed by the practice of the independent agency with regard to the transfer of annual leave, personal leave, sick leave and seniority.

#### **PERSONAL PROPERTY DAMAGE**

In the event an employee who is involved in an undercover assignment or an investigation assignment in the

field damages or destroys items of clothing, which are worn by the employee or damages or destroys personal property which is necessary for the performance of such employee's work at direction of the Employer or with prior approval of the Employer, the Employer at its discretion shall reimburse the employee for either the value of, or cost of repair of, such clothing or personal property. The condition of the clothing or personal property immediately prior to such damage shall be taken into account in determining its value. The incident giving rise to such claims must be verified and not due to the employee's own negligence.

### **PREPARATION OF REPORTS**

Employees who are required to make out reports relating to their jobs shall prepare such reports on the Employer's time. The parties, recognizing that in many instances the employees required to make out such reports schedule their own hours, agree that it is not the intent of this paragraph to provide for the extension of the work week which is authorized by the Employer and thereby increase the Employer's overtime liability.

It is the intent of the parties to structure labor-management committee meetings for the purpose of reviewing and/or eliminating required paper work.

Such meetings will be held at least two times a year at the agency level. It is understood by the parties hereto that the final decision for the reduction and/or elimination of required paper work shall be made by the Employer.

Additionally, the parties agree that the Union will provide the Employer with an agenda which shall list the specific proposals to be made for the reduction and/or elimination of required paper work. If such agenda is not provided, the scheduled meeting shall not be held.

### **LABOR-MANAGEMENT COMMITTEES**

Labor-management committees at the agency level shall meet at the request of either party at mutually convenient times.

The Executive Director and/or the Commissioners agree to meet and discuss with the Union and/or representatives of the employees regarding the appropriate pay range for Special Agents.

The Executive Director and/or the Commissioners agree to establish a joint committee to meet and discuss the possibility of recommending legislation to establish age 50 retirement for employees classified as Special Agents.

### **GRIEVANCES AND ARBITRATIONS**

An appeal from an unfavorable decision at Step I shall be presented by the employee or Union representative to the Executive Director or designee within the time frames provided for in Step II, Article 38, Grievances and Arbitration. The written response by the Executive Director or designee will be within the time frame set forth in Step II, Article 38.

An appeal from an unfavorable decision at Step II shall be presented by the employee or Union representative to the Crime Commission within the time frames provided for in Step III, Article 38. The written response by the Crime Commission will be made within 30 working days after receipt of the appeal.

An appeal from an unfavorable decision at Step III may be initiated by the Union serving upon the Employer a notice in writing of the intent to proceed to arbitration within 15 working days after the response from Step III is due. Said notice shall identify the provisions of the Agreement, the employee involved, and shall include a copy of the grievance.

## SENIORITY UNITS

Furloughs  
(1) Statewide

Promotions  
(1) Statewide

## PAYCHECKS

Employees who customarily and regularly perform their work away from the Employer's premises may elect to either pick-up their paychecks at the office or have their paychecks mailed to their homes. Such election may be exercised by an eligible employee only one time during the life of the Agreement; provided, however, an employee may rescind such election anytime during the life of the collective bargaining agreement.

## MEAL EXPENSES

Employees who are required by the Employer to travel at least fifteen (15) miles from their normal work site and whose work assignment requires that they remain away from said normal work site during their normal lunch period, shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.00, \$3.25, effective July 1, 1994 and \$3.50 effective July 1, 1995, including sales tax. These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

## USE OF COMMONWEALTH VEHICLES

An employee on travel status may use a Commonwealth vehicle for legitimate reasons during non-working hours. For purposes of this Section, "legitimate reasons" shall not include the use of Commonwealth vehicles for entertainment.

Employees assigned Commonwealth vehicles shall, if prior approval is secured, be permitted to drive these vehicles home at the end of their work day when, in the

opinion of the Employer, such practice will result in the more efficient and economical use of both the employee's time and the vehicle so utilized.

## FURLOUGH PLACEMENT RIGHTS

If an employee of the Pennsylvania Crime Commission is unable to execute a bump as provided by Article 29, Section 7 of the Master Agreement and is placed on a furlough list, the Commonwealth will attempt to place the employee in a budgeted, available, uncommitted vacancy in a classification covered by the Master Agreement to which there are no seniority claims in an agency under the jurisdiction of the Governor in accordance with the procedure outlined in Article 29, Section 12 of the Master Agreement.

## **APPENDIX R**

### **STATE PUBLIC SCHOOL BUILDING AUTHORITY UNIT**

#### **ENGINEERING, CLERICAL, ADMINISTRATIVE AND GENERAL SERVICES**

The term "Employer" refers solely to the State Public School Building Authority for employees in this unit. Service in the State Public School Building Authority will not constitute service under any other "Employer" under this Agreement except for purposes of determining the rate of earning annual leave entitlement. Present practices concerning the transfer of sick leave accumulation when an employee enters or leaves the State Public School Building Authority will continue. Employees entering or leaving the authority will have their unused annual leave and personal leave compensated for in a lump sum prior to entering or leaving the Authority.

#### **MEAL EXPENSES**

Employees who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.00, \$3.25 effective July 1, 1994 and \$3.50 effective July 1, 1995, including sales tax. These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

## APPENDIX S

### AUDITOR GENERAL UNITS

#### Clerical Services, Building Services, Fiscal Auditing, Inspection and Investigation

The term "Employer" refers solely to the Auditor General Department for employees in these certified units. Service in the Auditor General Department will not constitute service under any other "Employer" under this Agreement except for purposes of determining the rate of earning annual leave entitlement.

In order to consummate a successor agreement to the 1991 Master Agreement and Unit Agreement for the bargaining units of the Auditor General's Office, I am suggesting that we agree to be bound by the provisions and for the term of the 1993 Master Agreement between the Governor's Office and AFSCME Council 13, together with the enclosed provisions applicable specifically to the Auditor General's bargaining units. However, it is agreed by the parties that references in that Master Agreement to the "Employer", "Commonwealth" or "Office of Administration" shall be construed to mean the Auditor General or her authorized designee. No subsequent agreement by the Governor's Office shall be binding on the Department of the Auditor General in the absence of the Auditor General's express agreement to be so bound.

The following provisions of the 1993 Master Agreement shall not apply to the bargaining units of the Auditor General's Department:

- A. Article 6, Hours of Work, Section 8.
- B. Article 14, Sick Leave and Bereavement Leave, Section 13. A side letter between the parties dealing with the existing Auditor General's Department Sick Leave Bank shall remain in effect.

- C. Article 26, Work Related Injuries, Section 11. The Auditor General's policy regarding return to work shall remain as stated by letter.
- D. Article 28, Discharge, Demotion, Suspension, and Discipline, Sections 7 and 8. This subject matter is specifically addressed by separate agreements applicable to the Department's bargaining units.
- E. Article 38, Grievances and Arbitration, Section 4. This subject matter will be addressed in a separate agreement applicable to the Auditor General's bargaining units.
- F. Article 43, Preservation of Bargaining Unit Work.
- G. Article 46, Temporary Pool Employees.

The parties also agree to the following provisions applicable to the Auditor General's bargaining units:

#### NOTIFICATION OF VACANCIES

The Employer agrees to notify the field personnel of all vacancies which the Employer is obligated to post by the requirements of an existing labor agreement as follows:

Notification of an existing vacancy in a region for which a member of the bargaining unit is eligible will be mailed directly to the employee's home and a copy to a person designated by the Union in the affected region. Copy of such notice will be sent to the president of the Union Local which represents employees covered by this Appendix. The president's copy shall include a list of employees to whom the notice was sent.

Employees applying for the posted vacancy shall be notified in writing when such vacancy has been filled.

#### PAYROLL CHECKS

The Employer agrees to mail payroll checks to the employee by the Wednesday of the week the payroll is due, provided payroll checks are delivered to the Employer as sched-

uled. In the event a holiday occurs on such Wednesday, the payroll check will be mailed the previous day provided payroll checks are delivered to the Employer as scheduled.

### MEAL EXPENSES

Employees who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.00 effective July 1, 1993; \$3.25 effective July 1, 1994; and \$3.50 effective July 1, 1995 including sales tax. These allowances for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

### SENIORITY

Seniority units for promotions for the bargaining units in the Auditor General Department are determined as follows:

1. Clerical Services Unit - the seniority unit will be by classification in the established departmental installation where the employee is employed.
2. Building Services Unit - The seniority unit will be by classification in the established departmental installation where the employee is employed.
3. Inspection and Investigation Unit - The seniority unit will be by classification, by bureau, and restricted to the region wherein the employee resides.
4. Fiscal Auditing Unit - The seniority unit for those bureaus having a full staff permanently in Harrisburg, will be by classification, by bureau, in the established departmental installation at Harrisburg. The seniority unit for all others will be by region wherein the employee resides.

5. Corporation Tax Officer Series - The seniority unit will be by classification, by bureau, in the established departmental installation where the employee is employed.

6. The regions referred to in (3) and (4) above shall be in accordance with the region designations established by the department.

When the Employer determines that a furlough is necessary within a seniority unit in the Clerical Services Unit or the Building Services Unit, the employees will be furloughed in the inverse order of Bargaining Unit seniority.

Employees affected by furlough who have the requisite seniority and skill and ability shall bump laterally or down in the following manner as set forth in Article 29, Section 7.

- a. If an employee is affected by furlough the employee shall bump down into the next lower classification within the classification series within the same geographical and organizational limitation as the seniority unit, provided the employee has more bargaining unit seniority than the employee with the least bargaining unit seniority in that classification and has the requisite skill and ability. If such a bump is not available, the employee shall bump into any other lower classification in the same classification series using the same procedure.
- b. If the affected employee is unable under (a) above to bump into a lower classification the employee shall bump laterally or down into any other classification previously held within the bargaining unit but within the same geographical and organizational limitation as the seniority unit, using the seniority procedure specified in (a) above. If such a bump is not available, the employee shall bump into any other

lower classification in the classification series of the position previously held using the same procedure.

- c. If the affected employee is unable under (a) and (b) above to bump into a position, the employee shall bump laterally or down into any classification previously held within any bargaining unit included in this Appendix but within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring using the seniority procedure specified in (a) above. If such a bump is still not available, the employee shall bump into any other lower classification of the classification series of the position previously held using the same procedure.
- d. If the affected employee is unable to bump into any position as provided in (a), (b), and (c) above, the employee shall be furloughed.
- e. Where the need for furlough can be reasonably anticipated, the Employer will notify the Union one month in advance of any impending furlough.

When the employer determines that a furlough is necessary within a seniority unit in the Inspection and Investigation, Fiscal Auditing or the Corporate Tax Officer Series Units, employees will be furloughed in the inverse order of Bargaining Unit seniority. Employees effected by furlough who have the requisite seniority and skill and ability shall bump in the following manner rather than in accordance with Article 29, Section 7.

- a. If an employee is affected by furlough the employee shall bump down into the next lower classification within the classification series within the same geographical and organizational limitation as the seniority unit, provided that the employee has more Bargaining Unit seniority than the employee with the least Bargaining Unit seniority in that classification

and has the requisite skill and ability.

If such a bump is not available, the employee shall bump into any other lower classification in the same classification series using the same procedure.

- b. If the affected employee is unable under (a) above to bump into a lower classification, the employee shall bump laterally or down into any other classification previously held within the bargaining unit but within the same geographical and organizational limitation as the seniority unit using the seniority procedure specified in (a) above. If such a bump is not available, the employee shall bump into any other lower classification in the series of the position previously held using the same procedure.
- c. If the affected employee in the Fiscal Auditing Unit, including the Corporate Tax Officer series or the Inspection and Investigation Unit is unable under (a) and (b) above to bump into a position, the employee shall bump laterally or down into any classification previously held within the bargaining unit in any Bureau but within the same geographical and organizational limitation as the seniority unit using the same procedure. If such a bump is not available, the employee shall bump into any other lower classification in the classification series of the position previously held using the same procedure.
- d. If the affected employee is unable under (a), (b) and (c) above to bump into a position, the employee shall bump laterally or down into any classification previously held within any bargaining unit included in this Appendix but within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring using the same procedure specified in (a) above. If such a bump is still not available, the employee shall bump into any other

- lower classification of the classification series of the position previously held using the same procedure.
- e. If the affected employee is unable to bump into any position as provided in (a), (b), (c), and (d) above, the employee shall be furloughed.
  - f. When the need for furlough can be reasonably anticipated, the Employer will notify the Union one month in advance of any impending furlough.

### **FIELD AUDITORS, PUBLIC ASSISTANCE INVESTIGATORS AND LIQUOR STORE EXAMINERS**

Employees hired on or after July 1, 1988 and classified as Auditor I, Field Auditor I, Public Assistance Investigator I, or Liquor Store Examiner I, will be given consideration for promotion to the II-level of their respective classification after 24-months of employment, if the employee's work performance, and personnel record is satisfactory to Employer.

The promotion will become final upon satisfactory completion of the six-month probationary period.

Should the Employer determine that an employee's work performance and personnel record are not satisfactory for purposes of promotion, the employee may appeal the decision to the Employer for reconsideration. The Employer's decision on reconsideration will be final and not subject to grievance procedures.

### **AUDITOR IN CHARGE**

At any audit site, the Field Auditor, Public Assistance Investigator or Liquor Store Examiner with the highest classification shall be designated the Auditor in Charge. If two or more persons share the highest classification at the job site, the employee with the most classification seniority shall be the Auditor in Charge.

The Auditor in Charge is responsible for the distribution of work at the audit site and serves as the principal contact between the audit crew and management. The Auditor in Charge is not to assume the authority or responsibility of management, such as the interpretation of departmental policies, approval of leaves, enforcement of discipline, or any other management power or prerogative.

### **STARTING PAY SCALE**

In recognition of the General Pay scale negotiated between the Commonwealth of Pennsylvania and the Union and in consideration of the Employer's need to recruit new employees of special qualifications, it is specifically agreed by the Employer and Union that the Employer shall have the right to hire new employees at pay levels above the starting level for a specified pay group, based upon that employee's education, experience, and other special qualifications, and as determined by the Employer in its sole and absolute discretion.

### **SUBCONTRACTING**

The Department of the Auditor General will not contract out bargaining unit work unless the employees do not have the skill or equipment to perform such work.

This agreement will not apply to the GAAP Audit, the Single Audit, Training, and computer hardware and software maintenance, upgrading, and development.

Also exempt from this provision are those audits where third parties contract for audits or parts of audits where the Department of the Auditor General shares audit responsibilities.

### **ALTERNATE WORK SCHEDULES**

The Department of the Auditor General shall establish a committee to study the feasibility of implementing alter-



nate work schedules. Upon completion of the study, the committee shall meet with members of the union to discuss the findings. If the terms are agreed to by both parties, the alternate work schedules shall be implemented, where practicable, and in accordance with the parameters set forth by a joint committee made up of equal members of the union and representatives of the Department of the Auditor General.

### **ALTERNATE DISCIPLINE**

The Department will institute alternate discipline for time and attendance misconduct.

Letters of degree, consistent with the progressive discipline method, will be issued to employees who do not adhere to the time and attendance policy of the Department.

The letters will have the same effect as either a one, three, or five day suspension, and will be used as evidence of progressive discipline in any internal or external proceeding.

It is understood that execution of the letter of agreement constitutes the acceptance by the parties of the 1993 Master Agreement's provisions as modified herein and evidences the parties intent to bind the bargaining units of the Auditor General's Office to these provisions for the term of the 1993 Master Agreement. It is further understood that this letter of agreement represents the results of negotiations pursuant to the terms of the Public Employee Relations Act and represents the full and complete understanding regarding all subjects of bargaining within Section 701 of that Act for the term agreed upon in Article 45 of the 1993 Master Agreement. This Agreement shall be effective immediately and the provisions adopted herein shall be deemed to have taken effect July 1, 1993.

## **APPENDIX T**

### **TREASURY UNITS**

**Clerical, Fiscal and Administrative  
Custodial  
Professional Investigator  
Professional Administrative & Fiscal**

The term "Employer" refers solely to the Treasury Department for employees in this unit. Service in the Treasury Department will not constitute service under any other "Employer" under this Agreement except for purposes of determining the rate of earning annual leave entitlement. Employees entering or leaving the Treasury Department shall be permitted to transfer their unused annual leave, personal leave and sick leave, up to the allowable limits, earned before the transfer occurred, provided the gaining or losing agency allows the transfer of such leaves. Employees entering or leaving the Treasury Department from and to agencies which do not permit the transfer of unused annual leave and personal leave shall be compensated in a lump sum for such leave prior to entering or leaving the Department. Present practices concerning the transfer of sick leave accumulation in those agencies will continue.

### **POSTING OF VACANCIES**

The Employer agrees to post all vacancies in its offices located in Harrisburg, Philadelphia and Pittsburgh. Notification of an existing vacancy for which a member of the Professional Investigator Unit, assigned to the Harrisburg Headquarters, is eligible will be mailed directly to the employee's home. Copies of such notice will be sent to a Council 90 Staff Representative and to the president of

Local 972. Employees applying for the posted vacancy shall be notified in writing when such vacancy has been filled.

### **SHIFT DIFFERENTIAL**

An employee permanently assigned to a work shift for which shift differential is paid under Article 21 Section 1 of the Master Agreement will be paid shift differential when the employee is on approved compensable annual, personal or sick leave.

### **FAMILY AND MEDICAL LEAVE POLICY**

Whenever an employee exhausts all accrued annual, sick, or other leave because of the illness of a member of the immediate family or any person qualifying as a dependent, or because of the necessity to care for children, or because of the employee's illness, the following will apply:

- (1) An employee must give reasonable notice of the date and duration of the anticipated Family and Medical Leave when it is foreseeable and, when possible, schedule medical treatment or family leave so as to limit disruption of work.
- (2) When the employee requires Medical Leave, if requested, the employee must provide certification by a health care provider that the employee is unable to perform his/her work.
- (3) An employee may take, upon approval, up to eighteen (18) weeks of unpaid Family Leave with Benefits in a two (2) year period.
- (4) An employee may take, upon approval, up to twenty-six (26) weeks unpaid Medical Leave with Benefits in a twelve (12) month period when the employee suffers a serious illness that makes the employee unable to perform his/her job.
- (5) Additional unpaid Family and Medical Leave with Benefits may be taken beyond the limit established

above, subject to approval by the Treasurer.

- (6) Upon returning from Family and Medical Leave, the employee shall retain his/her seniority and is entitled to the same position held prior to taking leave or to an equivalent position with equivalent pay and benefits.

If any portion of this policy is found to be in conflict with the rights provided for in the current Collective Bargaining Agreement, the language in the Collective Bargaining Agreement shall prevail.

### **ALTERNATE WORK SCHEDULE**

The current alternate work hours policy will continue in effect during this Agreement.

### **PAYROLL CHECKS**

The Employer agrees to mail payroll checks to employees by the Wednesday of the week the payroll check is due, provided checks are delivered as scheduled to the operational section of the Employer which is responsible for the mailing of such checks. In the event a holiday occurs on such Wednesday, the payroll checks will be mailed the previous day, provided payroll checks are delivered as scheduled to the operational section of the Employer which is responsible for mailing such checks.

### **MEAL EXPENSES**

Employees who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.00, \$3.25 effective July 1, 1994 and \$3.50 effective July 1, 1995, including sales tax. These allowances

for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

## APPENDIX U

### PENNSYLVANIA HIGHER EDUCATION ASSISTANCE AGENCY UNIT

#### Clerical, Administrative and General Services

The term "Employer" refers solely to the Pennsylvania Higher Education Assistance Agency for employees in this unit. Service in the Pennsylvania Higher Education Assistance Agency will not constitute service under any other "Employer" under this Agreement except for purposes of determining the rate of earning annual leave entitlement. Present practices concerning the transfer of sick leave accumulation when an employee enters or leaves the Pennsylvania Higher Education Assistance Agency will continue. Employees entering or leaving the Pennsylvania Higher Education Assistance Agency will have their unused annual leave and personal leave compensated for in a lump sum prior to entering or leaving the Agency.

#### MEAL EXPENSES

Employees who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly travelled route and whose work assignment requires that they remain away from said normal work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.00, \$3.25 effective July 1, 1994 and \$3.50 effective July 1, 1995, including sales tax. These allowance for subsistence require no receipts or other accounting. However, they are not flat allowances and only amounts expended may be claimed.

## **WORK WEEK**

The work week for the Computer Operations Section consists of any five days within a consecutive seven calendar day period.

## **TEMPORARY AND PART-TIME EMPLOYEES**

Present pay and personnel practices for temporary full-time, permanent part-time, and temporary part-time employees shall remain in effect. No pay increase or benefits shall accrue to such employees by virtue of this contract.

## **GRIEVANCES**

An appeal from an unfavorable decision at Step II shall be presented by the employee or Union representative to the Executive Deputy Director within the time frames provided for in Step III, Article 38, Grievances and Arbitration. The response to the employee and Union representative within 12 working days after receipt of the appeal shall constitute a combined third and fourth step reply.

This expedited procedure shall not be applicable to grievances presented in accordance with Section 3, Article 38, Grievance and Arbitration, which provides that the Union may present grievances concerning agency-wide decisions directly to Step III within 12 working days of the date of the occurrence or the date when the Union knew or by reasonable diligence should have known of its occurrence. If unsatisfactorily resolved in Step III, Step IV may then be utilized.

## **JOB DESCRIPTIONS AND POSTED JOB NOTICES**

The Employer agrees to update employees job descriptions annually in conjunction with the preparation of each employee's Annual Performance Evaluation Report.

The Employer agrees to include a brief description of the principal duties ordinarily associated with positions being filled when posting notices referencing specific vacancies are posted. This description of duties is intended to provide prospective applicants with basic information regarding the nature of the day-to-day duties typically associated with the position, and shall not be construed to be all-inclusive.

## **WORKING OUT-OF-CLASS**

Effective January 1, 1992, if an employee works out-of-class in a position in a higher rated classification within the seniority unit for 113 or more full days in a calendar year, the Employer will post a vacancy in that classification in that seniority unit which shall be filled in accordance with Article 29.

This section shall not apply where an employee is assigned to perform the duties of a position in a higher rated classification to replace another employee on an approved leave of absence.

## **VACATION REQUESTS**

The parties agree that when the total number of leave requests for a specific period is in excess of the number the Agency is operationally able to grant, permanent Agency employees will be given priority consideration over non-Commonwealth employees affiliated with an outside employment agency.

## **SUPERVISION OF AGENCY EMPLOYEES**

Non-Commonwealth employees affiliated with outside employment agencies will not be assigned to supervise permanent employees of the Pennsylvania Higher Education Assistance Agency.

## **ALTERNATE WORK SCHEDULES**

The parties agree that the issue of alternate schedules will be discussed at the local level. Failing resolution at the local level, the Union may submit the proposed alternate schedules for review to a committee of representatives from the Pennsylvania Higher Education Assistance Agency and Council 13. The purpose of the proposed alternate schedule shall be to improve the quality of work life of employees and not to:

- a. increase costs of operation;
- b. increase current complement;
- c. affect the Employer's ability to meet criteria for accreditation and/or certification;
- d. adversely impact the efficiency of affected operations, nor standards of service.

The Employer will not unreasonably refuse to implement proposed alternate schedules.

Nothing herein will impair nor limit the Employer's right to schedule employees as set forth in this Agreement.

All discussions conducted pursuant to this section shall be in accordance with the meet and discuss provisions of this Agreement.

## **APPENDIX V**

### **STATE SYSTEM OF HIGHER EDUCATION UNITS**

The term "Employer" refers solely to the State System of Higher Education for employees in this unit. The provisions of this Appendix shall apply to all employees of the State System of Higher Education who are covered by this Master Agreement. The provisions of any other Appendix shall not apply to employees of the State System of Higher Education and any specific language in this Appendix supersedes language on the same subject in the Master Agreement provisions.

#### **CASH RESPONSIBILITY**

Any employee handling cash shall be held responsible provided:

1. Each employee is given an individual cash drawer or its equivalent and is the only employee empowered to add or remove cash from said drawer or its equivalent.
2. The key with which to lock the drawer or its equivalent is made available to the employee for use when the cash drawer or its equivalent is unattended.
3. Each employee is given the opportunity to count the cash at the beginning and close of the shift.

#### **MEAL EXPENSES**

Employees who are required by the Employer to travel at least 15 miles from their normal worksite, as measured by the shortest regularly traveled route, and whose work assignment requires that they remain away from said normal worksite during their normal lunch period, shall be reimbursed for out-of-pocket lunch expenses, not to ex-

ceed \$3.00 effective July 1, 1993, including sales tax; \$3.25 effective July 1, 1994, including sales tax and \$3.50 effective July 1, 1995, including sales tax. These allowances for subsistence require no receipts or other accounting.

### **NOTIFICATION OF ABSENCE**

In the event that illness or any other situation requires the employee's absence from scheduled work, the employee will notify the immediate supervisor or any other individual, designated by the Employer, of the impending absence. If the immediate supervisor or designated individual is unavailable, notification to any available supervisor at the worksite will suffice. This notification shall take place within the time period established at the local and/or agency level, and receipt of such notice shall not imply approval of the leave requested.

### **TRAVEL EXPENSES**

Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations.

The Employer will provide transportation to all field worksites whenever a University vehicle is available.

Hours of work for those employees who are required by the Employer to travel to and from the worksite in transportation provided by the Employer shall commence at the time of embarkation and shall cease at the time of debarkation into and out of the transportation provided by the Employer.

In accordance with existing travel regulations and upon request of the employee, the Employer will give a cash advance to cover expenses related to training.

### **LABOR-MANAGEMENT COMMITTEES**

Labor-management committees, either at the campus or system level, shall meet at the request of either party

at mutually convenient times. The party requesting the meeting shall provide a tentative agenda for discussion. Each party will provide a timely response to the other, with regard to the recommendations discussed during the meeting. While the Employer agrees to consider any Union recommendation submitted as a result of such meeting, the Employer reserves the right to implement whatever action it deems appropriate, if any.

Although no University is required to keep a stenographic record of labor-management meetings, when the University does provide a stenographer for the meetings, the University shall provide the Union with a copy of the minutes within ten (10) working days. The Union shall have five (5) working days to make corrections unless an extension is requested in writing by the Union.

### **WORK HOURS/ALTERNATIVE WORK SCHEDULES**

The following language shall apply in lieu of Article 6 Sections 5 and 8:

Work schedules showing the employees' shifts, work days and hours shall be posted on applicable departmental bulletin boards. Except for emergencies, changes will be posted two weeks in advance. Where changes that effect more than one employee are to be made by the Employer for other than emergency reasons, or where schedules are to be adopted for new programs, the Employer agrees to meet and discuss with the Union prior to the implementation of such changes or schedules. Where changes are to be made by the Employer that only affect one employee, the Employer is required only to notify the Union of the schedule change and if requested, the Employer agrees to meet and discuss regarding the change of schedule.

Each University and their local Union may discuss and establish alternative methods of scheduling. Any disputes

at the local level concerning the establishment of alternate work schedules may be taken by either party to a System-wide meet and discuss. If the matter cannot be resolved at meet and discuss, the dispute may be submitted to advisory arbitration where the burden of proof shall be upon the Union. The tripartite advisory arbitration panel will consist of one representative of the State System, one representative of AFSCME Council 13 and a mutually agreed upon arbitrator.

Alternate work schedules shall not be approved if they result in one of the following:

- a. An increase in the costs of operation
- b. An increase in the current complement
- c. An affect on the University's ability to meet criteria for accreditation
- d. An adverse impact on the efficiency of affected operations of standards of service.

The University or AFSCME may cancel a previously agreed-upon alternate work schedule upon 30 days notice to the other party.

### **SCHEDULING OF LEAVE**

If an Employer can determine that a requested leave is not going to be approved before the end of the selection period, the Employer will notify the employee so that another selection can be made.

### **LIABILITY COVERAGE AND LEGAL DEFENSE**

The Employer shall provide liability coverage and legal defense as detailed in Title 4 Pennsylvania Code Chapter 39 and Management Directive 205.6 and 630.2.

### **ESSENTIAL EMPLOYEES**

Each University will provide a list of essential classifications.

### **JOB POSTINGS AND PROMOTIONS**

In those cases where the Employer chooses to include a brief description of the job when posting a job vacancy, the Employer shall attempt to avoid the use of overly technical jargon in describing the duties to be performed.

Upon written request from the appropriate Union President or designee, the Employer agrees to provide the name of the person promoted or working out-of-class in those classifications encompassed within the Clerical, Administrative, and Fiscal Bargaining Unit under the following circumstances:

- (1) Promotion under the procedures specified in Article 29 Section 5; or
- (2) Assignment of out-of-classification work under the provisions of Article 27 Section 3.

### **EMERGENCY FIRST-AID SERVICES**

The Employee shall, upon request of the Union, meet and discuss concerning the providing of emergency first-aid services, first-aid kits, first-aid training and ambulance services at various worksites.

### **CERTIFIED AUTO MECHANICS**

A certified inspection mechanic shall not be required by the Employer to place an inspection sticker upon a vehicle which due to vehicle deficiencies cannot legally pass inspection. No mechanics shall be subject to discipline for refusing to place an inspection sticker upon a vehicle which cannot legally pass inspection. It is understood, however, that a mechanic who refuses to pass a vehicle for inspection will be held responsible for that determination. The Employer agrees to meet and discuss on the impact and application of legislation affecting Auto Mechanics that may be enacted during the term of this Agreement.

## **ADVANCE NOTICE OF OVERTIME FOR PRE-SCHEDULED UNIVERSITY ACTIVITIES**

Upon request of the Union the University will meet and discuss with the Local Union at the beginning of the Academic Year to identify special University events that may require overtime.

The University will attempt to give four (4) working days notice of mandatory overtime assignments in connection with those events which are identified during this meet and discuss provided the need for overtime can reasonably be anticipated. This provision does not alter Article 20, except as provided herein.

## **HOLIDAYS**

At the 14 institutions of the State System of Higher Education, the following days shall be recognized as holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

The remaining five holidays shall be scheduled by the administration of these institutions during the time on the academic schedule when an institution is not at full operation.

The matter of rescheduling minor holidays shall be resolved on a meet and discuss basis between the 14 institutions of the State System of Higher Education.

An employee shall earn a minor holiday provided the employee was in an active pay status on the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent to the actual day the minor holiday

is celebrated as provided for in Article 10, Section 1. If a minor holiday occurs while employees are on leave without pay under Article 17, Section 3, they shall be paid for the minor holiday provided they were in active pay status the last half of their scheduled work day immediately prior and the first half of their scheduled work day immediately subsequent to the leave without pay. An employee who earns a minor holiday and subsequently terminates employment prior to taking the rescheduled day off with pay, shall be compensated for such holiday. In the event the earning of a holiday is anticipated and an employee terminates employment prior to actually earning the anticipated holiday, such employee shall reimburse the Employer for the holiday taken but not earned.

Payment specified in Article 10, Section 6 shall be applicable only if the employee works on the day on which the minor holiday has been rescheduled.

## **ASSIGNMENT OF EQUIPMENT**

Equipment will be assigned on a fair and equitable basis taking into consideration the following: (1) classification seniority of the Equipment Operators at the worksite, (2) the certifications held by the operators, and (3) variables relating to individuals and equipment. While the efficiency of the operation will remain of paramount importance in the assignment of personnel to equipment by the Employer, equipment shall not be assigned in a manner that is punitive or inconsistent with the provisions of Article 32.

The working area in which this seniority will be applied will be jointly determined at the campus level.

If an employee is assigned to operate a Commonwealth vehicle which the employee believes is unsafe, the employee shall immediately bring the matter to the attention of their immediate supervisor. The supervisor will investigate the employee's claim and make a determination as to the opera-



bility/safety status of the involved vehicle. The employee will be expected to obey the direction of the supervisor on such matter with the understanding that a grievance may be filed over any continuing dispute in this regard.

### **VENDING MACHINES**

The local Union shall have the right to place vending machines on University property. The locations shall be decided at local labor-management meetings. AFSCME will assume all costs associated with the operation, maintenance and installations of the machines AFSCME places consistent with present practices. As an alternative, AFSCME may negotiate with the campus organization that currently has jurisdiction for the vending machines regarding campus-wide profits from the machines.

### **REPRESENTATION ON UNIVERSITY COMMITTEES**

The parties agree that AFSCME representation should be included on some University committees. However due to the great diversity of committees in existence on the various University campuses a definite list of committees appropriate for AFSCME representation cannot be established.

If AFSCME is refused representation on university committees that include representatives of other employee organizations that impact AFSCME unit working conditions it shall attempt to resolve this issue at the University level meet and discuss. If AFSCME is unable to resolve this issue at the University level it shall be a proper item for discussion with representatives of the Chancellor.

### **STUDY COMMITTEE**

Due to the complexity and importance of various issues such as, Training Assignments, Unique Classifications,

New Technology, Hiring Practices/Career Ladders and Promotions, a committee shall be formed to study these topics. The committee will be comprised of up to seven (7) representatives from AFSCME and up to seven (7) representatives from management.

Each side shall elect a Chairperson. Upon completion of the study the two Chairpersons shall meet and issue a Joint Report within 30 days. After submission of the Joint report, the Committee will be dissolved.

### **AFSCME UNION LABEL**

At universities where local Union officials are permitted to publish Union documents and materials on University machines, they shall be allowed to use the official AFSCME Union Label on such publications. The State System agrees to permit the AFSCME Union Label to be used on material prepared for the Labor Studies Program at Indiana University of Pennsylvania and materials prepared at any other University involved in the IUP Labor Studies Program.

### **BLOOD DONOR PLAN**

In order to encourage employees to donate blood at least four (4) times a year, the Employer shall grant up to four (4) hours of Administrative Leave in each calendar year for this purpose.

For extenuating circumstances requiring the need for additional donation by the employee, the university will look at each situation separately.

### **HOUSEKEEPING/CUSTODIAL WORKERS**

A committee shall be established to study the assignment of work and filling of vacant custodial worker positions. This committee will be comprised of seven (7) representatives from AFSCME and seven (7) represen-

tatives from management. The committee shall meet within 60 days after the signing of this Agreement.

After this Committee submits their Joint Report, the Committee will be dissolved.

### **EQUIPMENT OPERATORS**

Bus Driving duties shall be classified under category "B" for Equipment Operators. Employees who are assigned bus driving duties shall receive "Out of Class" pay as "B" Operators providing they meet the criteria contained in Article 27 Section 3 of this Agreement.

### **ORIENTATIONS**

AFSCME's designated representative shall be given a place on the agenda at the initial University-wide orientation for new employees covered by AFSCME Bargaining Units.

### **TEMPORARY EMPLOYEE POOL**

It is acknowledged that the Commonwealth has a program entitled "Temporary Pool Employees" that currently exists in Dauphin County and will soon be expanded to Allegheny County. The parties recognize that since there are no State System universities located in these counties, this program as it currently exists does not apply to the State System. However, should the Commonwealth expand this program to include counties in Southeast PA, the parties agree to meet and discuss over the applicability of this concept to the State System universities located in that area.

### **TEMPORARY EMPLOYEES**

The following language shall apply in lieu of Article 29 Section 20 as it relates to temporary employees:

Effective July 1, 1994, active full-time temporary employees with the greatest Master Agreement seniority

will have the right to bid and be selected for permanent vacancies that occur in the same classification that they hold except in the following instances:

- (1) Where the job requires highly specialized skill, training and expertise.
- (2) Where a permanent employee has exercised their rights as outlined in Article 29 Section 5.
- (3) Where a permanent employee has applied for the position and it is determined that their qualifications for the position are equal to or greater than the temporary employees who have applied.

Seniority for temporary employees shall accrue as outlined in Article 29 Section 1.b.

In those cases where an active full-time temporary employee is selected for the position, the provisions of Article 28 Section 5 shall become applicable effective with the date of appointment to the permanent position except where the temporary employee has fewer than 90 days of accrued seniority and that employee shall serve a nine (9) month probationary period.

This language does not apply to students who have been hired as temporary employees in classification titles covered by the Master Agreement.

This language does not apply to those classifications where there is an under-representation of persons in the protected classes and is in conflict with the University's affirmative action plan.

### **TUITION WAIVER**

In the event the parties mutually agree by June 30, 1994 to continue the Accelerated Grievance Procedure, effective with the start of the Fall Semester of 1994, and SSHE/UNIVERSITIES shall modify their tuition waiver policy which shall supersede all prior University and/or Board of Governor policies and shall establish a uniform

policy for all State System of Higher Education employees covered by the Master Agreement as follows:

1. Total waiver of tuition for eligible employees at the university where employed. This waiver shall be applicable for undergraduate credits not to exceed 128 undergraduate credits and shall be on a "space available" basis as certified by the appropriate management authority. The total number of undergraduate credits that may be taken shall be limited to a maximum of 6 credits per semester and must be taken during non-working hours.
2. Total waiver of tuition for children of eligible employees at the university where the employee is employed. This waiver of tuition shall be applicable until the children obtain the first undergraduate degree or until the children reach the age of twenty-five (25), whichever occurs first, and shall be on a "space available" basis as certified by the appropriate management authority.
3. Total waiver of tuition for eligible spouses of employees at the University where employed. This waiver shall be applicable to the employee's spouse until he/she obtains his/her first undergraduate degree and shall be on a "space available" basis as certified by the appropriate management authority.
4. This waiver of tuition at the University where the eligible employee is employed shall be applicable until the children obtain the first undergraduate degree or until the children reach the age of twenty-five (25), whichever occurs first. This waiver of tuition shall continue to the limits stated above in the event the eligible employee, after fifteen (15) or more years of service, exclusively within the State System of Higher Education, becomes permanently disabled or dies.

5. The tuition waiver shall continue to the limits stated in No. 4 above for eligible employees who meet all the following conditions:

- a. retirees on or after July 1, 1995, (except for those annuitants who are now vested under a university policy) AND
- b. is at or above superannuation age at the date of retirement, AND
- c. has fifteen (15) or more years of service, exclusively within the State System of Higher Education at the date of retirement.

If an employee becomes eligible after the commencement of the semester, tuition waiver will begin with the commencement of the next semester.

Tuition waiver shall be discontinued upon placement in an inactive pay status or termination of employment. If such inactive pay status or termination takes place during a semester, the waiver shall be extended until the end of that semester. Termination shall mean the severance of the employer-employee relationship whether by resignation, dismissal, furlough or otherwise.

#### DEFINITIONS

"Eligible employee" shall be defined as any permanent full-time employee with regular status, in active pay status.

"Tuition" shall be defined as the basic charge established by the Board of Governor's to supplement state appropriations in support of instruction and instructional services at a State System university. Tuition waiver applies only to the basic charge and not to other fees such as room and board fees, student union and activity fees, orientation fees, instructional/educational fees, etc.

“Where employed” is defined to mean the local university to which the employee is appointed. For employees in the Office of the Chancellor, “where employed” is defined as any of the fourteen (14) universities.

“Semester” for the purpose of this document is defined to include Fall, Spring and Summer School. All other sessions are deemed to be included in one semester or another.

### **CONTRACTING OUT**

It is understood and agreed between the State System and AFSCME that the matter of contracting-out of bargaining unit work will be considered, studied and discussed by a committee made-up of equal numbers of representatives from the State System and AFSCME. Until such time as the committee reaches agreement on the issue of contracting-out, the contracting-out of bargaining unit work will be treated as it has been treated in the past by and between the parties. The committee will make every effort to reach an agreement on this matter prior to January 1, 1994.

### **NOTES**

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## KNOW YOUR RIGHTS AND USE THEM

Under your AFSCME contract and federal law, you are guaranteed certain rights to union representation. Know them. Use them.

1. You have a right to union representation, not a specific union representative, at any meeting with management which could possibly result in disciplinary action against you.
2. Whenever you are called to a meeting with management, explicitly ask about the specific nature of the meeting.
3. Before beginning the meeting, or at any time that you believe the meeting is covering areas that might result in discipline, you must explicitly ask for union representation.
4. Prior to proceeding with the meeting, confer with your union representative and discuss the matters at issue in the meeting.
5. If you have any questions, ask your union representative.

